



CITY OF PERRYSBURG
CITY COUNCIL
AGENDA

February 7, 2023

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of January 17, 2023
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - 1.) A motion to appoint Sundeeep Gopagani to serve on the Litter Prevention and Recycling Board. This is for a vacancy that expires on 12/31/2024. Sundeeep met with the Service Committee on January 31, 2023, and they unanimously voted to send his appointment forward to City Council for confirmation.
 - 2.) A motion to appoint Kristina Patterson to serve on the Litter Prevention and Recycling Board. This is for a vacancy that expires on 12/31/2024. Kristina met with the Service Committee on January 31, 2023, and they unanimously voted to send her appointment forward to City Council for confirmation.
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
8. President of Council Report
9. Committee Reports

a. Finance & Economic Development

Res 6-2023 (Donation)

RESOLUTION 6-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FUNDS DONATED BY THE ROTARY FOUNDATION FOR THE CONSTRUCTION OF THE PICKLEBALL COURTS AT ROTARY PARK; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Ord 1-2023 (Budget Amendment)

ORDINANCE 1-2023

AMENDING ORDINANCE 56-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2023; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

b. Safety

Res 9-2023 (Emergency Repair)

RESOLUTION 9-2023

TO RATIFY AND APPROVE EMERGENCY REPAIRS TO MEDEIC UNIT BY SELKING INTERNATIONAL TRUCKS AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Res 10-2023 (ProPhoenix)

RESOLUTION 10-2023

A RESOLUTION AUTHORIZING RENEWAL OF AGREEMENT WITH PRO-PHOENIX TO PROVIDE MAINTENANCE AND TECHNICAL SUPPORT FOR POLICE DIVISION COMPUTER SYSTEMS IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$34,958.75); AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Res 11-2023 (Police Radios)

RESOLUTION 11-2023

A RESOLUTION AUTHORIZING A RADIO MAINTENANCE AGREEMENT WITH P&R COMMUNICATIONS SERVICE, INC. FOR RADIO REPAIRS AND MAINTENANCE FOR THE POLICE DIVISION IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$33,165.00); AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Res 12-2023 (Thermal Imagers)

RESOLUTION 12-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS FOR THE PURCHASE OF THREE NEW THERMAL IMAGER BUNDLES FOR THE PERRYSBURG FIRE DIVISION IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$43,950.00); AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Res 13-2023 (Cleaning Services)

RESOLUTION 13-2023

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ATLAS CLEANING SERVICES OF NORTHWEST OHIO, LLC. TO PROVIDE REGULAR CLEANING SERVICES FOR THE PERRYSBURG POLICE DIVISION BUILDING IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$42,900.00)

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Vote for Passage***

c. Recreation

Res 13-2023 (Master Plan)

RESOLUTION 13-2023

ADOPTING THE ORLEANS PARK MASTER PLAN

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Vote for Passage***

d. Planning & Zoning

e. Personnel

f. Public Utilities

Res 7-2023 (Sewer Repairs)

RESOLUTION 7-2023

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH KYLE J SHERMAN EXCAVATING, LLC. IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND NINE HUNDRED NINETY-THREE DOLLARS AND FORTY-THREE CENTS (\$300,993.43) WHICH INCLUDES A CONTINGENCY OF 10% FOR THE SANITARY SEWER REPAIRS ON ELM STREET AND SEVENTH STREET; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

g. Service

10. Other Business

11. Adjournment

CITY OF PERRYSBURG

CITY OF PERRYSBURG APPLICATION FOR A PUBLIC VOLUNTEER (COMMITTEE, COMMISSION, BOARD, OR AGENCY APPOINTMENT)

201 W Indiana Avenue | Perrysburg, OH 43551 | Office 419 872 8010 | www.ci.perrysburg.oh.us

Name of Applicant: Sundeep Gopagoni
First Middle Initial Last

Address: 142 Bentley Dr

City, State, Zip: Perrysburg, Ohio, 43551

Phone: 720-557-9475
Cell Home Work

Email Address: sundeep16@gmail.com

Appointment Applying For: Litter Prevention & Recycling Board

Are you a resident of the City of Perrysburg? ☒ Yes ☐ No

Are you registered to vote in the City of Perrysburg? ☐ Yes ☒ No

Are you related to any current employee of the City of Perrysburg, Ohio? ☐ Yes ☒ No

If yes, give name(s) and position(s): _____

Are you related to any other member of the committee, commission, board or agency for which you are applying?
☐ Yes ☒ No

Do you serve on any other public or not-for-profit boards? ☐ Yes ☒ No If yes, please identify:

Have you ever been convicted of a violation of any law that may disqualify you from serving on the committee, commission, board or agency for which you are applying? If so, please provide details:

No

EDUCATION

High School: _____ Year of Graduation: _____

Post High School Education

Master's from University of North Texas, Denton, Texas
MBA from University of Colorado, Denver, Colorado

EMPLOYMENT HISTORYPresent or last employer: **Johns Manville**Your title/duties: **Senior Product Engineer**Dates of employment: **08-16-2022** to **Present**

Previous employment (list employers, position, dates of employment)

1. Johns Manville, Process engineer, Phenix City, Alabama, May 2019 to Aug 2022
2. Johns Manville, Materials Analyst, Littleton, Colorado, Nov 2011 to May 2019

REFERENCES

(List three persons not related to you who have personal knowledge of your qualifications for this appointment)

Name	Address	Phone
Chris A Sargent	330 Walnut St, Perrysburg, OH, 43551	419-872-8001
Patrick Reinagel	7500 Dutch Rd, Waterville, OH, 43566	419-280-4363
Tony Zhang	6050 N. River Rd, Waterville, OH, 43566	419-279-9381

STATEMENT

Please provide a brief statement as to why you feel you are qualified for this appointment.

I have a personal interest in recycling and sustainability and care about mother nature. Given an opportunity, I always wanted to serve the community in whatever way I can. I am looking for association with similar interest where we can work for a betterment of the community we live in. I believe in team work and we can do much better to the community as a team than individual player.

Are you aware of any circumstances that exist or could exist that would create a conflict of interest or the appearance of a conflict of interest if you are appointed to this board? ☐ Yes ☒ No

If yes, please explain:

Please include any other information here that you feel would be of importance to the appointing authority in the selection process.

I am new to the city. I moved with my family from Columbus, Georgia to Perrysburg, Ohio during mid-August for my work. I work at Johns Manville located in Waterville. Regarding references, I do not know many people around in the town but I know Chris A. Sargent (Lieutenant), city of Perrysburg Police Division as I recently joined in "Citizens Police Academy". I do not want to put his name in the reference without his knowledge.

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any false statements will void this application and any actions based on it.

Signature of Applicant: Sundeep Gopagoni

Date: 10-31-2022

Submission Information for Application for a Public Volunteer Appointment:

Email: administrator@ci.perrysburg.oh.us

Fax: (419) 872-8019

Mail or drop off: City of Perrysburg, Office of the Mayor, 201 W Indiana Avenue, Perrysburg, OH 43551

CITY OF PERRYSBURG

CITY OF PERRYSBURG APPLICATION FOR A PUBLIC VOLUNTEER (COMMITTEE, COMMISSION, BOARD, OR AGENCY APPOINTMENT)

201 W Indiana Avenue | Perrysburg, OH 43551 | Office 419 872 8010 | www.ci.perrysburg.oh.us

Name of Applicant: Kristina Patterson
First Middle Initial Last

Address: 946 Mulberry St

City, State, Zip: Perrysburg OH 43551

Phone: 419.205.5588
Cell Home Work

Email Address: executive.director@partnersforcleanstreams.org

Appointment Applying For: Litter Board

Are you a resident of the City of Perrysburg? ☒ Yes ☐ No

Are you registered to vote in the City of Perrysburg? ☒ Yes ☐ No

Are you related to any current employee of the City of Perrysburg, Ohio? ☐ Yes ☒ No

If yes, give name(s) and position(s): _____

Are you related to any other member of the committee, commission, board or agency for which you are applying?
☐ Yes ☒ No

Do you serve on any other public or not-for-profit boards? ☒ Yes ☐ No If yes, please identify:

TMACOG Watersheds Committee and Water Quality Council

Have you ever been convicted of a violation of any law that may disqualify you from serving on the committee, commission, board or agency for which you are applying? If so, please provide details:

No

EDUCATION
High School: Fairfield High School Year of Graduation: 1994

Post High School Education

BGSU BA in Environmental Policy 1998
Miami University MS in Environmental Science 2001
Indiana University. Certificate in Nonprofit Executive Leadership. 2011

EMPLOYMENT HISTORYPartners for Clean Streams, Inc
Present or last employer: _____Executive Director
Your title/duties: _____2007 current
Dates of employment: _____ to _____

Previous employment (list employers, position, dates of employment)

Duck and Otter Creek Partnership (now defunct) 2000-2006

REFERENCES

(List three persons not related to you who have personal knowledge of your qualifications for this appointment)

Name	Address	Phone
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Lauren Rush	419.872.8074	
Aram Ohanian	419.575.2248	
Kent Purvis	419.322.9290	

STATEMENT

Please provide a brief statement as to why you feel you are qualified for this appointment.

I run a non-profit, based in Perrysburg, that focuses on providing stewardship opportunities and education about how to keep our rivers and streams clear, clean, and safe. One of our big programs is Clean Your Streams. We organize volunteers to remove wayward litter before it gets into the rivers & creeks and to remove it from the waterways. We also do non-formal education with community members, youth groups, civic

Are you aware of any circumstances that exist or could exist that would create a conflict of interest or the appearance of a conflict of interest if you are appointed to this board? ☐ Yes ☒ No

If yes, please explain:

Please include any other information here that you feel would be of importance to the appointing authority in the selection process.

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any false statements will void this application and any actions based on it.

Signature of Applicant: Kristina Patterson

Date: 11/30/2022

Submission Information for Application for a Public Volunteer Appointment:

Email: administrator@ci.perrysburg.oh.us

Fax: (419) 872-8019

Mail or drop off: City of Perrysburg, Office of the Mayor, 201 W Indiana Avenue, Perrysburg, OH 43551

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 6-2023

DATE: January 17, 2023



Subject Matter/Background

The Rotary Service Foundation had identified a community need for additional pickleball courts for both residents and visitors in 2022. The City and the Rotary Service Foundation entered into an agreement on March 11, 2022, whereby the Rotary Service Foundation would provide funding up to a maximum dollar amount of \$300,000.00 towards the construction costs of eight pickleball courts. The City completed construction of the pickleball courts this past Fall. The Rotary Service Foundation has now issued a check in the amount of \$300,000.00 to reimburse the city the cost of construction per the terms of the agreement.

Financial Review

This Resolution will have no immediate financial impact on the City of Perrysburg.

Legal Review

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings, and pass this resolution as an emergency measure is appropriate.

RESOLUTION 6-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FUNDS DONATED BY THE ROTARY SERVICE FOUNDATION FOR THE CONSTRUCTION OF THE PICKLEBALL COURTS AT ROTARY PARK; AND DECLARING AN EMERGENCY

WHEREAS, the Rotary Service Foundation had identified a community need for additional pickleball courts for both residents and visitors alike; and,

WHEREAS, the City and the Rotary Service Foundation entered into an agreement on March 11, 2022 whereby the Rotary Service Foundation would providing funding up to a maximum dollar amount of \$300,000.00 towards the construction costs of eight pickleball courts; and,

WHEREAS, the City has constructed eight pickleball courts with amenities at Rotary Park; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor is hereby authorized to accept the donation from the Rotary Service Foundation in the amount of Three Hundred Thousand Dollars, with said funds to be deposited into the Capital Improvement Fund to reimburse the city for the construction of the eight pickleball courts at Rotary Park.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; and so that the donation can be accepted; this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

Res 6-2023

PASSED: _____

ATTEST: _____

APPROVED: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Ordinance 1-2023

DATE: January 23, 2023



Subject Matter/Background

This Ordinance is the first reading of the 2023 Proposed Budget Amendment. The amended budget is now presented to City Council for passage on March 21, 2023. To date, all of Council has received a copy of the 2023 Proposed Budget Amendment through email, committee meetings and or in their respective City mailboxes.

Recommendation

If Council is in agreement a motion to waive the rules and pass as an emergency would be appropriate.

ORDINANCE 1-2023

AMENDING ORDINANCE 56-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2023, the City of Perrysburg, Ohio, approved the 2023 city budget pursuant to Ordinance 56-2022; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2023 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 56-2022.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2022, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 56-2022, that ordinance is amended.

SECTION 3. The Director of Finance is authorized to draw his warrant upon the City Treasury in the amount appropriated and for the purposes stated in this Ordinance upon receiving the proper certificates and vouchers therefore, approved by the officer authorized by law to approve the same or authorized by an ordinance or resolution of Council to make the expenditure.

SECTION 4. The Mayor and Director of Finance are authorized to enter into contracts in accordance with the laws of the State of Ohio and the Charter, ordinances, and resolutions of the City of Perrysburg, Ohio.

SECTION 5. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the

Ord 1-2023

public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that such appropriations, powers, and duties within the annual budget shall be in effect immediately, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

CITY OF
PERRYSBURG
2023 BUDGET AMENDMENTS

Fund Description	Department	Budget Category	2023 Budget Amendment
General Fund (1110)	Human Resources (11005)	Services	\$ 70,775.00
General Fund (1110)	Law (11006)	Services	\$ 125,000.00
General Fund (1110)	Information Technology (11145)	Salaries	\$ 70,000.00
General Fund (1110)	Information Technology (11145)	Fringe Benefits	\$ 39,875.00
General Fund (1110)	Engineer (11156)	Salaries	\$ 70,000.00
General Fund (1110)	Engineer (11156)	Fringe Benefits	\$ 39,875.00
General Fund (1110)	City Wide (11755)	Services	\$ 129,905.00
General Fund (1110)	City Wide (11755)	Supplies and Materials	\$ 8,000.00
General Fund (1110)	Special Disbursements (11761)	Services	\$ 8,000.00
General Fund (1110)	Special Disbursements (11761)	Miscellaneous	\$ 125,000.00
General Fund (1110)	Police (21232)	Salaries	\$ 144,150.00
General Fund (1110)	Police (21232)	Fringe Benefits	\$ 31,075.00
General Fund (1110)	Police (21232)	Services	\$ 150,000.00
General Fund (1110)	Administration (11230)	Salaries	\$ (95,500.00)
General Fund (1110)	Administration (11230)	Fringe Benefits	\$ (7,110.00)
General Fund (1110)	Fire (21233)	Salaries	\$ 65,000.00
General Fund (1110)	Fire (21233)	Fringe Benefits	\$ 4,850.00
General Fund (1110)	Fire (21233)	Travel, Registration, Dues, and Memberships	\$ 7,500.00
General Fund (1110)	Fire (21233)	Services	\$ 78,420.00
General Fund (1110)	Fire (21233)	Supplies and Materials	\$ 35,200.00
General Fund (1110)	Planning and Zoning (51234)	Salaries	\$ 17,000.00
General Fund (1110)	Planning and Zoning (51234)	Fringe Benefits	\$ 3,900.00
General Fund (1110)	Planning and Zoning (51234)	Services	\$ 25,000.00
General Fund (1110)	Street Division (71541)	Salaries	\$ 56,000.00
General Fund (1110)	Street Division (71541)	Fringe Benefits	\$ 35,587.00
General Fund (1110)	Street Division (71541)	Services	\$ 7,500.00
General Fund (1110)	Street Division (71541)	Supplies and Materials	\$ (7,500.00)
General Fund (1110)	Public Parks and Playgrounds (41646)	Supplies and Materials	\$ (2,500.00)
General Fund (1110)	Public Parks and Playgrounds (41646)	Services	\$ 13,500.00
Payroll and Payout Reserve (1112)	City Wide (11755)	Salaries	\$ (3,700.00)
Payroll and Payout Reserve (1112)	City Wide (11755)	Fringe Benefits	\$ 3,700.00
Street Construction and Repair (2223)	Traffic Signals (71546)	Services	\$ 210,000.00
Lighting Fund (2225)	Bond and Note Retirement (93238)	Supplies and Materials	\$ (25,000.00)
Lighting Fund (2225)	Bond and Note Retirement (93238)	Services	\$ 25,000.00
Police & Fire Pension (2228)	Contract Services/Fringe Benefits (21236)	Fringe Benefits	\$ 43,250.00
Muni Court Computer/L.R. (2238)	Muni Court Computer/L.R. (11820)	Services	\$ 10,000.00
Capital Improvements (4403)	Information Technology (11145)	Capital Outlay	\$ 45,000.00
Capital Improvements (4403)	City Wide (11755)	Capital Outlay	\$ 2,090,000.00
Capital Improvements (4403)	Police (21232)	Capital Outlay	\$ 52,000.00
Capital Improvements (4403)	Fire (21233)	Capital Outlay	\$ 587,250.00
Capital Improvements (4403)	Street Division (71541)	Capital Outlay	\$ 170,000.00
Water Division (5331)	Water (61814)	Supplies and Materials	\$ 347,500.00
Water Division (5331)	Water (61814)	Services	\$ 22,500.00
Water Pollution Control (5332)	Sewer Collections (61826)	Supplies and Materials	\$ (2,500.00)
Water Pollution Control (5332)	Sewer Collections (61826)	Services	\$ 22,500.00
Water Pollution Control (5332)	WWTP (61815)	Services	\$ 207,500.00
Water R & E (5401)	Water (61814)	Capital Outlay	\$ 300,000.00
Sewer R & E (5402)	Sewer Collections (61826)	Capital Outlay	\$ (5,033,000.00)
Sewer R & E (5402)	WWTP (61815)	Capital Outlay	\$ 485,000.00
Sewer R & E (5402)	Sewer Collections (61826)	Miscellaneous	\$ 250,000.00
Sewer R & E (5402)	Storm Water Management (62955)	Capital Outlay	\$ 1,380,000.00
Employee Health and Welfare (6505)	Employees Health and Welfare (11075)	Miscellaneous	\$ (785,000.00)
Employee Health and Welfare (6505)	Employees Health and Welfare (11075)	Services	\$ 785,000.00
Hotel/Motel Tax (7220)	Hotel/Motel Tax (11015)	Miscellaneous	\$ 75,000.00
Hotel/Motel Tax (7220)	Hotel/Motel Tax (11015)	Other Financing Sources	\$ 75,000.00
			\$ 2,585,502.00

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 9-2023

DATE: January 25, 2023



Subject Matter/Background

The Perry'sburg Fire Division had one of their three medic units go out of service due to engine issues. The medic unit was taken to Selking International Trucks, the local authorized vendor, for evaluation. Selking had determined that the entire engine needs to be replaced. The Acting Fire Chief, Public Safety Director, Finance Director and City Administrator met to discuss the repair and the best course of action for the Fire Division to operate effectively. The recommendation to the Mayor was to proceed with the repair immediately due to the time it takes to obtain a new engine and complete the installation.

Financial Review

The funds for this repair are currently available in account 1110. 21233.53850

Legal Review

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings, and pass this resolution as an emergency measure is appropriate.

RESOLUTION 9-2023

**TO RATIFY AND APPROVE EMERGENCY REPAIRS TO
MEDIC UNIT BY SELKING INTERNATIONAL TRUCKS
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg's Fire Division provides emergency medical services to residents and visitors to the city; and,

WHEREAS, the Fire Division utilizes medic units to provide the emergency medical services; and

WHEREAS, the Fire Division had one of the three medic units go out of service with engine issues; and

WHEREAS, Selking International Trucks is the local authorized vendor for providing mechanical services for this model of medic unit. Their evaluation has determined that the engine needs to be replaced; and

WHEREAS the Mayor, after consultation with the City Administrator and Public Safety Director, authorized Selking International Trucks to order the required parts immediately so that the necessary repairs to the medic unit can be made as soon as possible, in order to put this unit back in service; and

WHEREAS, Adequate funds for this repair work are available in the approved 2023 Budget and the Finance Department will request replacement funds during the 2023 Amended Budget process; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. That the purchase order to Selking International Truck in the amount of Forty-Seven Thousand Seventy-One Dollars and Thirty Cents (\$47,071.30) for the replacement engine for the medic unit issued by the Mayor be ratified and approved.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to make the necessary repairs to have the medic unit back in service, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____



SELKING INTERNATIONAL

5320 FREMONT PIKE - STONY RIDGE, OH 43463

Phone: (1) 419-2449541 - Fax: (1) 419-5244

(Service Writer: Dave Meyer - Date: 1/24/2023 10:38 AM C)

Estimate #3962809 Prepared For

CITY OF PERRYSBURG

DIVISION OF WATER, 201 W. INDIANA AVE., PERRYSBURG, OH 43551 (primary)

Phone: (1) 419-8728050 - Fax: () -

(VIN: 1HTJSSKK4EH797759 - Unit: 1)

Repair Management
 BY NAVISTAR

SELKING INTERNATIONAL

5320 FREMONT PIKE - STONY RIDGE, OH 43463

Phone: (1) 419-2449541 - Fax: (1) 419-8375244

Estimate Number: 3962809 - RO Number: 77869

Service Writer: Dave Meyer - Date: 1/24/2023 10:38 AM (C)



Currency: USD

Unit No: 1

CITY OF PERRYSBURG

VIN: 1HTJSSKK4EH797759
 Model: TERRASTAR SFA 4x2
 Engine: MAXXFORCE 7, 300 HP/2800 RPM GOV SPD
 Make: International
 Delivered: 6/2/2014
 In Service: 8 Years 7 Months
 Mileage: 131782 Eng Hrs: 12428

Recall/AFC: No

Contact Name: MARK DUNSMOOR
 Position: primary
 Phone: (419) 872-8050
 E-Mail:
 PO Number:

Operation (All Sections)	Labor Cost	Parts Cost	Core Charge	Total Cost
PARTADJ - parts freight	\$0.00	\$600.00	\$0.00	\$600.00
General Diagnostics	\$623.96	\$0.00	\$0.00	\$623.96
Engine Assembly (COMPLETE), Remove & Reinstall (1) ENGINE, TRIMMED SVC TERRA V152 (1) COOLER, CHARGE AIR (1) OIL FILTER (1) FILTER FUEL KIT (22) OIL (1) AIR FILTER (8) COOLANT (2) CLAMP, HEAT EXCHANGER (2) CLAMP, HOSE (1) HOSE, CAC, FLEXIBLE AIR 2.75 IN. (1) HOSE, AIR INTAKE, CAC (CAC), FLEXIBLE, 3.0 IN. DI (1) HOSE (1) HOSE, RADIATOR, OUTLET (1) HOSE, RADIATOR, INLET (1) HOSE, RADIATOR, OUTLET (2) CLAMP, HOSE (4) CLAMP (1) INSULATOR, ENGINE MOUNT, FRONT (1) INSULATOR, ENGINE MOUNT, REAR, LOWER (1) BOLT, M16 X 100 PHC CLASS 10.9 FL (2) NUT, HEX M16 PRVTRQ (2) INSULATOR, SNUBBER MOUNTING BOLT (2) INSULATOR, ENGINE MOUNT, REAR, REAR MOUNTING V8 (2) BOLT, FLANGE HEAD M16 X 9 (1) MISC FITTINGS/ BELTS , ETC	\$6,551.58	\$29,110.37	\$4,000.00	\$39,661.95
Diesel Particulate Filter (DPF), R & R And/Or Replace (1) DPF AND DOC, ASSY (1) GASKET, EXHAUST PIPE FLANGE (1) CLAMP, V-BAND, EXHAUST, PIPE, 3.5 IN. (2) CLAMP, HEAT EXCHANGER	\$467.97	\$4,321.43	\$1,000.00	\$5,789.40
TEST DRIVE AFTER REPAIRS	\$155.99	\$0.00	\$0.00	\$155.99

Notes: [1/24/2023 10:38 AM] - Dealer: ENGINE SMOKED AND THEN QUIT RUNNING

Parts: \$34,031.80
 Core: \$5,000.00
 Labor: *ALR* \$7,799.50
 Shop: \$240.00
 Tax: Tax Exempt - Government Municipality ~~\$3,050.68~~
TOTAL: \$47,071.30 ~~\$50,188.88~~

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish

the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: Thomas G. Mackin DATE: 01/25/2023

Thomas G. Mackin, Mayor

Amber L. Rathburn
Amber L. Rathburn, Director of Finance

Estimate #3962809**Parts Card****Customer:** CITY OF PERRYSBURG**Mileage:** 131782**RO:** 77869**Vehicle:** TERRASTAR SFA 4x2**VIN:** 1HTJSSKK4EH797759**Date:** 1/24/2023**parts freight**

Qty	Part Number	Part Name	Price (ea)	Total
		No parts assigned		

General Diagnostics

Qty	Part Number	Part Name	Price (ea)	Total
		No parts assigned		

Engine Assembly (COMPLETE), Remove & Reinstall

Qty	Part Number	Part Name	Price (ea)	Total
1	5010809R91	ENGINE, TRIMMED SVC TERRA V152	\$25,206.06	\$25,206.06
1	2613046C91	COOLER, CHARGE AIR	\$1,552.35	\$1,552.35
1	1899332C91	OIL FILTER	\$53.26	\$53.26
1	1884207C92	FILTER FUEL KIT	\$79.64	\$79.64
22	15W40	OIL	\$5.03	\$110.66
1	2517298C1	AIR FILTER	\$84.05	\$84.05
8	RED	COOLANT	\$15.99	\$127.92
2	3539142C1	CLAMP, HEAT EXCHANGER	\$42.28	\$84.56
2	3557856C1	CLAMP, HOSE	\$48.01	\$96.02
1	3872072C1	HOSE, CAC, FLEXIBLE AIR 2.75 IN.	\$51.34	\$51.34
1	3718791C1	HOSE, AIR INTAKE, CAC (CAC), FLEXIBLE, 3.0 IN. DI	\$61.67	\$61.67
1	3776725C1	HOSE	\$210.97	\$210.97
1	3877737C1	HOSE, RADIATOR, OUTLET	\$34.69	\$34.69
1	3868719C1	HOSE, RADIATOR, INLET	\$34.69	\$34.69
1	3877736C1	HOSE, RADIATOR, OUTLET	\$36.00	\$36.00
2	2506705C1	CLAMP, HOSE	\$20.95	\$41.90
4	2506+704C1	CLAMP	\$32.69	\$130.76
1	1664723C5	INSULATOR, ENGINE MOUNT, FRONT	\$19.93	\$19.93
1	1664726C4	INSULATOR, ENGINE MOUNT, REAR, LOWER	\$20.82	\$20.82
1	31077R1	BOLT, M16 X 100 PHC CLASS 10.9 FL	\$8.22	\$8.22
2	30756R1	NUT, HEX M16 PRVTRQ	\$5.01	\$10.02
2	3532955C1	INSULATOR, SNUBBER MOUNTING BOLT	\$32.95	\$65.90
2	3542589C2	INSULATOR, ENGINE MOUNT, REAR, REAR MOUNTING V8	\$336.18	\$672.36
2	40203R1	BOLT, FLANGE HEAD M16 X 9	\$8.29	\$16.58
1	MISC	MISC FITTINGS/ BELTS , ETC	\$300.00	\$300.00

Diesel Particulate Filter (DPF), R & R And/Or Replace

Qty	Part Number	Part Name	Price (ea)	Total
1	2609068C91	DPF AND DOC, ASSY	\$4,151.25	\$4,151.25
1	1891515C1	GASKET, EXHAUST PIPE FLANGE	\$23.96	\$23.96
1	3844630C1	CLAMP, V-BAND, EXHAUST, PIPE, 3.5 IN.	\$52.96	\$52.96
2	3557855C1	CLAMP, HEAT EXCHANGER	\$46.63	\$93.26

TEST DRIVE AFTER REPAIRS

Qty	Part Number	Part Name	Price (ea)	Total
		No parts assigned		

Estimate #3962809**Chronological Notes Manually Entered**

002	1/24/2023 11:06 AM	General Diagnostics	1/24/2023 (Dealer) - Dave Meyer - PUSHED UNIT IN AND PULLED THE CAC LINE OFF THE HOT SIDE FOUND UNIT TO HAVE A LOT OF OIL IN IT , LOOKING AINSIDE THE LINE FOUND PICES OF METAL FROM THE TURBO , RAISED UNIT AND TOOK THE EXHAUST OFF FROM THE DOWN PIPE TO THE DOC AND THERE IS LOT OF OIL IN THE EXHAUSR , , UNIT DID HAVE FAULT 0-SPN100-18 Engine Oil System Below Warning Pressure, DO BELEVE THE TURBO LET LOOSE ALOWING ALL THE OIL PRESSURE TO DROP RESULTING IN NO LOWER END LUBRICATION LOCKING THE MOTOR UP , PNA SENT FOR COMPLETE ENGINE
001	1/24/2023 10:38 AM	Estimate	1/24/2023 (Dealer) (Complaint) - Dave Meyer - ENGINE SMOKED AND THEN QUIT RUNNING

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Patrick Jones, Director of Public Safety

RE: Resolution 10-2023

DATE: January 30, 2023



A Resolution authorizing the annual renewal of the ProPhoenix Software License for the Police Division.

ProPhoenix Software provides for the vital modules of Computer Aided Dispatch, Records Management and Mobile Data Terminal software for the Police Division.

The cost for the 2023 agreement is \$34,958.75.

This resolution went before Safety Committee on January 24, 2023 and was unanimously forwarded to City Council.

Financial Review

The funds are available in line item 1110.21232.53215.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

RESOLUTION 10-2023

A RESOLUTION AUTHORIZING RENEWAL OF AN AGREEMENT WITH PRO-PHOENIX TO PROVIDE MAINTENANCE AND TECHNICAL SUPPORT FOR POLICE DIVISION COMPUTER SYSTEMS IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$34,958.75) AND DECLARING AN EMERGENCY

WHEREAS, the Police Division for the City of Perrysburg, Ohio, has computer aided dispatch software, mobile terminal software, and a records management system, for which ProPhoenix Corporation has provided maintenance and technical support in the past; and,

WHEREAS, these systems require maintenance and technical support in order to work correctly, and the agreements covering such maintenance and technical-support services run for one year and must be renewed annually; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with ProPhoenix Corporation to support the Police Department's computer aided dispatch software, mobile terminal software, and a records management system and to provide backup license maintenance for those systems, in an amount not to exceed Thirty-Four Thousand Nine Hundred Fifty-Eight Dollars and Seventy-Five Cents (\$34,958.75) in accordance with the quote attached hereto and incorporated herein as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure the operation of these computer systems without interruption, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Exhibit A

 ProPhoenix Corporation 502 Pleasant Valley Ave, Suite 1 Moorestown, NJ 08057 Phone: 609-953-6850 Fax: 609-953-5311 Web: www.prophoenix.com	Estimate for Support and Maintenance for the Period 03/21/23 to 03/21/24 ESTIMATE#: 1705-2023 Estimate Date: 1/11/2023 Amount: 34,958.75 Due Date: 03/21/2023
Perrysburg Police Division 330 Walnut Street Perrysburg, OH 43551 Attention: Owens, Amanda Email: aowens@ci.perrysburg.oh.us Phone#: 419-872-8001	

Item Details	Amount
07-000006 Phoenix CAD, WDA and RMS--APPENDIX B	33,271.27
16-000296 Google Map Licensing	1,273.45
17-000128 Test Server Installation and Configuration	414.03
Total	34,958.75

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Patrick Jones, Director of Public Safety

RE: Resolution 11-2023

DATE: January 30, 2023



This Resolution renews an agreement between the City of Perrysburg Police Division and P&R Communications for the repair and maintenance of the Division's radio system. This system includes the dispatch console positions, radio control room hardware, and all mobile and portable radios.

The cost of this agreement for 2023 is \$33,165.00

This resolution went before Safety Committee on January 24, 2023 and was unanimously forwarded to City Council.

Financial Review

The funds are available in line item 1110.21232.53999.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

RESOLUTION 11-2023

A RESOLUTION AUTHORIZING A RADIO MAINTENANCE AGREEMENT WITH P&R COMMUNICATIONS SERVICE, INC. FOR RADIO REPAIRS AND MAINTENANCE FOR THE POLICE DIVISION IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$33,165.00) AND DECLARING AN EMERGENCY

WHEREAS, the Police Division's Agreement for radio repair and maintenance with P&R Communications is up for renewal; and,

WHEREAS, this agreement is necessary to maintain the Police Division's radio system which includes dispatch console positions, radio control room hardware, and all mobile and portable radios for the Perrysburg Police Division; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized execute the necessary documents with P & R Communications Service, Inc. for the renewal of the Police Divisions radio repair and maintenance agreement in an amount not to exceed Thirty-Three Thousand, One Hundred Sixty-Five Dollars and Zero Cents \$33,165.00 in accordance with the quote attached hereto and incorporated herein as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure there is uninterrupted maintenance service, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____



SERVICE AGREEMENT CONTRACT

Date: January 12, 2023

City of Perrysburg, Police Division
330 Walnut Street
Perrysburg, OH 43551
Attn: Chief Patrick Jones

Customer # 12139 / Contract # 196-04
Contract Begin Date: 03/01/23 / Contract End Date: 2/28/24
New or Renewal: Renewal

When this agreement is accepted by P&R Communications and the Customer named above, the equipment noted below will be serviced by P&R. Also, please note that any non-supported equipment will be repaired at best effort.

Contract covers the following equipment, as further defined with serial numbers:

- (3) Motorola APX6000 Portables Under Warranty
- (3) APX4500 Mobiles Under Warranty
- (48) Motorola APX6000 Portables
- (19) Motorola APX4500 Mobiles
- (9) Motorola APX7500 Consolelettes
- (3) Motorola SLR8000 Repeaters
- (5) Avtec Console Positions with 1 year of Scoutcare Renewal (3/01/2023-2/28/2024)

Monthly Amount: \$2,763.75
Annual Amount: \$33,165.00

Any additional or new equipment purchased will be added to this contract at the customer's request.

As warranties expire, the service agreement price per unit will increase once the customer is notified.

For any equipment not covered on this service contract, P&R's normal time and material rates will apply.

Service hours for this contract will be M-F 8am-5pm for subscribers and 24x7x365 for infrastructure.

CUSTOMER

By:

Print Name:

Title:

Date:

P&R COMMUNICATIONS SERVICE, INC.

By:

Grace Wajert

Print Name: Grace Wajert

Title: Executive Assistant

Date: 01-12-23



731 East First Street
Dayton, OH 45402
(937) 512-8100

736 Vandemark Rd
Sidney, OH 45365

4910 Wynnscape Drive
Oregon, OH 43616

QUOTATION

QUOTE NO.: 46451 - 00 EC

DATE: 1/12/23

TERMS: NET 30 DAYS

DELIVERY:

Please reference Quote No. on

Correspondence & purchase orders.

Prices firm for 30 days.

12139

TO: Perrysburg Police Department
Attn: Chief Pat Jones
330 Walnut Street
Perrysburg, OH 43551

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	P&R RADIO MAINTENANCE CONTRACT 2023 Annual Service Agreement covers the following equipment: UNDER WARRANTY (3) APX6000 Portables (3) APX4500 Mobiles OUT OF WARRANTY 48 APX6000 Portables 19 APX4500 Mobiles INFRASTRUCTURE (9) APX7500 Consolelettes (3) SLR8000 Repeaters (5) Avtec Console Positions with 1 year renewal of Scoutcare ***** * Thank you for choosing P&R! * * All quotes valid for 15 days * * 3% surcharge on all credit card transactions * ***** Continued on following page	33,165.00	33,165.00



QUOTE NO. 46451-00
Perrysburg Police Department

PAGE 2
DATE 1/12/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Item summary	33,165.00
		Subtotal	33,165.00
		Sales Tax	.00
		GRAND TOTAL:	33,165.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Mike Swope (000)000-0000 Ext mike.swope@prcdayton.com

THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY.

Accepted

by _____ P.O. No. _____

LEGAL NAME OF PURCHASER

Date _____

AUTHORIZED SIGNATURE



TO: Mayor Mackin
President Smith
Members of City Council

FROM: Patrick Jones, Director of Public Safety

RE: Resolution 12-2023

DATE: January 30, 2023



Subject Matter/Background

A Resolution authorizing the purchase of three new thermal imager bundles for the Perrysburg Fire Division.

The Fire Division is in need of new thermal imagers because the current imagers are using outdated technology that is no longer able to be serviced.

The total cost of the thermal imagers is \$43,950.00 which includes the three imagers, accessories and a five year warranty.

This resolution went before Safety Committee on January 24, 2023 and was unanimously forwarded to City Council.

Financial Review

The funds are available in line item 4403.21233.55999.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

RESOLUTION 12-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS FOR THE PURCHASE OF THREE NEW THERMAL IMAGER BUNDLES FOR THE PERRYSBURG FIRE DIVISION IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$43,950.00) AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the safety and security of the City of Perrysburg that the City of Perrysburg Fire Division update its life saving equipment; and

WHEREAS, new thermal imagers are necessary at this time because the Division's current imagers are no longer able to be serviced, as the technology is out of date; and

WHEREAS, this resolution was unanimously approved for advancement to City Council by the Safety Committee at the January 24, 2023 Safety Committee meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Atlantic Emergency Solutions to purchase three new thermal imager bundles at a cost not to exceed Forty-three Thousand Nine Hundred Fifty Dollars and Zero Cents (\$43,950.00) in accordance with the proposal attached hereto as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to allow for the immediate replacement of outdated equipment necessary for the safety of the City of Perrysburg, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

ATLANOIC
EMERGENCY SOLUTIONS

TO: Perrysburg Fire Division
ATTN: Captain Joel Whitmore



DATE: 1/5/2023

[illegible]

FOB - Perrysburg Fire Division

TOTAL	\$43,950.00
-------	-------------

TERMS - Net 10 Days

Thank you and we hope to be favored with your order!

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Patrick Jones, Director of Public Safety

RE: Resolution 13-2023

DATE: January 30, 2023



A Resolution authorizing an agreement with Atlas Cleaning Services of Northwest Ohio, LLC for the regular cleaning of the Police Division building.

Atlas Cleaning Services of Northwest Ohio, LLC will provided regular cleaning services (Five days per week) for the Police Division building.

The cost for the first year will be \$42,900.00.

This resolution went before Safety Committee on January 24, 2023 and was unanimously forwarded to City Council.

Financial Review

The funds are available in line item 1110.21232.53821.

Recommendation

If Council is in agreement, a motion to waive the three readings, waive the rules, and pass this resolution as a non-emergency is recommended.

RESOLUTION 13-2023

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ATLAS CLEANING SERVICES OF NORTHWEST OHIO, LLC TO PROVIDE REGULAR CLEANING SERVICES FOR THE PERRYSBURG POLICE DIVISION BUILDING IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$42,900.00)

WHEREAS, the Police Division for the City of Perrysburg, Ohio, has a building that must be maintained and cleaned on a regular basis; and,

WHEREAS, this resolution was unanimously approved for advancement to City Council by the Safety Committee at the January 24, 2023 Safety Committee meeting; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Atlas Cleaning Services of Northwest Ohio, LLC to provide regular cleaning services for the Perrysburg Police Division Building in an amount not to exceed Forty-Two Nine Hundred Dollars and Zero Cents (\$42,900.00) in accordance with proposal attached hereto as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution shall be in full force and effect at the earliest time permitted by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

ATLAS CLEANING SERVICES OF NORTHWEST OHIO, LLC

Service Agreement Page 1 of 2:

The undersigned City of Perrysburg: Police Division (Customer) hereby accepts this service agreement with Atlas Cleaning Services of Northwest Ohio (Atlas), and its subsidiaries, for janitorial / housekeeping services for the Customer's premise / facility located at:

Address: 330 Walnut Street City: Perrysburg

State: Ohio Zip Code: 43551

upon the following terms:

1. The terms of this Service Agreement is for a period of one year. This (12) twelve month period shall begin on the date services are scheduled to begin (March 13, 2023). This Service Agreement shall automatically extend for additional one year periods, unless at least (30) thirty days written notice of either party is given the other of its intent not to extend this Service Agreement.
2. Atlas Cleaning Services of Northwest Ohio agrees to provide janitorial services for the Customer in accordance with the performance specifications listed on page 4 & 5 of Bid Proposal #1843, dated 11/02/2022. The service charge will be \$3,575 per month, plus sales / service tax (unless a sales tax exemption certificate is provided). In subsequent years, a rate increase would be based on Federal COLA rates, not to exceed 3% in any given year.
3. Atlas Cleaning Services of Northwest Ohio shall provide and supply its own equipment and machines to properly maintain the facility in addition to any supplied equipment by Customer.
4. Atlas Cleaning Services of Northwest Ohio provides all appropriate cleaning chemicals, materials, rags, first aid kits, safety equipment, MSDS book, safety book, and Hazardous Communication program in compliance with Federal and State OSHA regulations.
5. Atlas Cleaning Services of Northwest Ohio shall provide to the Customer annually, and upon request, a copy of a \$1,000,000.00 Contractors Liability Policy naming the Customer as an additional insured.
6. Atlas Cleaning Services of Northwest Ohio shall provide annually and upon request, a current copy of State of Ohio Bureau of Worker's Compensation Certificate.
7. Atlas Cleaning Services of Northwest Ohio shall provide annually and upon request, a copy of a \$10,000.00 Surety Bond on its employees.
8. Atlas Cleaning Services of Northwest Ohio provides cleaning service on each day specified Monday through Friday, except the following legal Holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Day & limited service on Christmas Eve. If a Holiday falls on Saturday / Sunday Atlas observes the Holiday on the Federal recognition of Friday or Monday, and service will not usually be provided that day. Atlas Cleaning Services does not prorate invoices in lieu of these Holidays.
9. Atlas Cleaning Services of Northwest Ohio and the Customer will coordinate information necessary to ensure no Atlas employee is related to any employee of the Customer, at the Customer's request.
10. Customer agrees to provide a designated area that can be secured for Atlas' equipment and supplies.
11. Customer agrees to provide can liners, paper products, personal sanitary products, and hand soap. Atlas can order and stock products at the Customer's request and include to monthly invoicing.
12. Customer agrees that it will not employ or contract with any Atlas Cleaning Services of Northwest Ohio employees for cleaning services of any kind during the term of this service agreement, and for one year after the expiration or termination of this service agreement without Atlas Cleaning Services of Northwest Ohio's written consent.
13. Atlas Cleaning Services of Northwest Ohio invoices Customer on a 30 day calendar cycle, invoiced at the end of the month for services rendered that month, on a Net 30 Day Term.
14. Termination of Contract: Either party may terminate this contract upon 30 days written notice to the other party. The notice must be delivered via certified mail or hand-delivery with signature confirmation. Either party may terminate this contract immediately if the other party breaches any material term or condition of this contract.

Customer Initials: _____

Date: _____

Service Agreement Page 2 of 2:

Atlas Cleaning Services
of Northwest Ohio, LLC

City of Perrysburg: Police Division

By: _____

By: _____

Print: Todd A Ehrhardt

Print: _____

Title: Operating Partner

Title: _____

Date: _____

Date: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, Law Director

RE: Resolution 8-2023

DATE: January 19, 2023



Subject Matter/Background

The city engaged The Edge Group in June of 2021 to create a Master Plan for Orleans Park. The Edge Group conducted several professional stakeholder meetings to gather input in order to create a draft Master Plan. The draft Master Plan has been presented at public meetings before the Planning & Zoning Committee, Recreation Committee, and the Service Committee to allow for review and discussion.

Financial Review

This Resolution will have no immediate financial impact on the City of Perrysburg.

Legal Review

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings, and authorize this resolution as a non-emergency measure is appropriate.

RESOLUTION 8--2023

ADOPTING THE ORLEANS PARK MASTER PLAN

WHEREAS, the City of Perrysburg, Ohio strives to provide quality of life amenities to its residents and visitors alike; and,

WHEREAS, the City's extensive park system is one of the major components of providing quality of life opportunities within the city limits; and

WHEREAS, the City of Perrysburg prioritizes the continuing improvement and maintenance of features within the city's parks; and

WHEREAS, the city engaged The Edge Group in June of 2021 to create a Master Plan for Orleans Park. The Edge Group conducted several professional stakeholder meetings to gather input in order to create a draft Master Plan; and

WHEREAS, the draft Master Plan has been presented at public meetings before the Planning & Zoning Committee, Recreation Committee, and the Service Committee to allow for review and discussion.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. That the Master Plan for Orleans Park as created by The Edge Group and dated November 8, 2023, is hereby adopted by the City.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution shall be in full force and effect at the earliest time permitted by law.

President of Council

Mayor

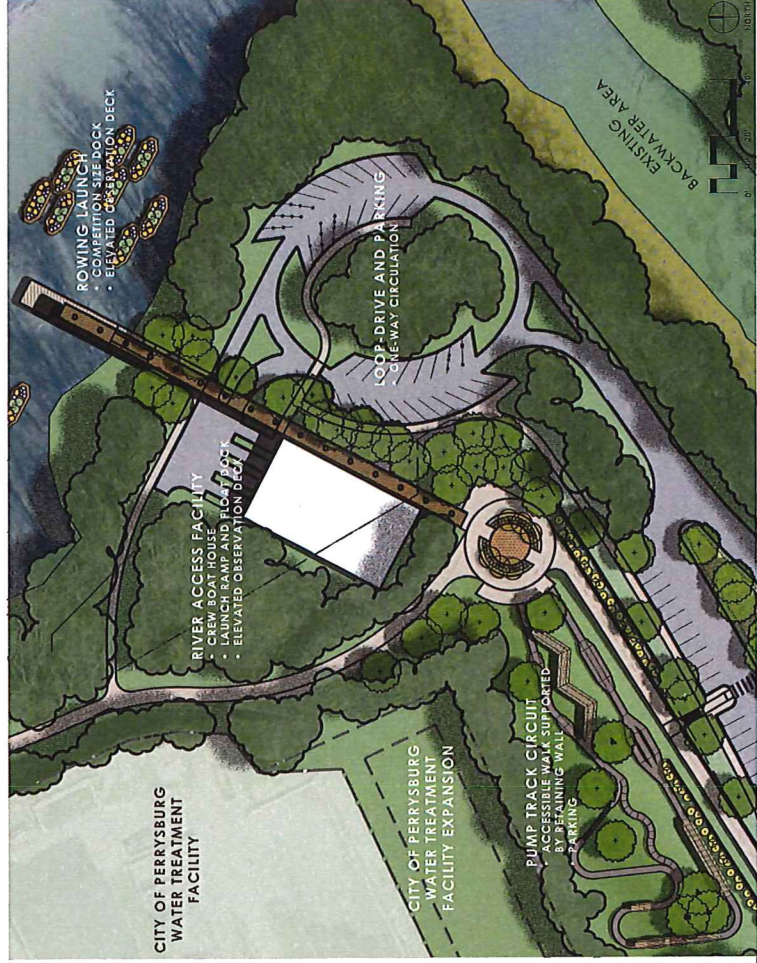
PASSED: _____

ATTEST: _____

APPROVED: _____



Schematic Master Plan





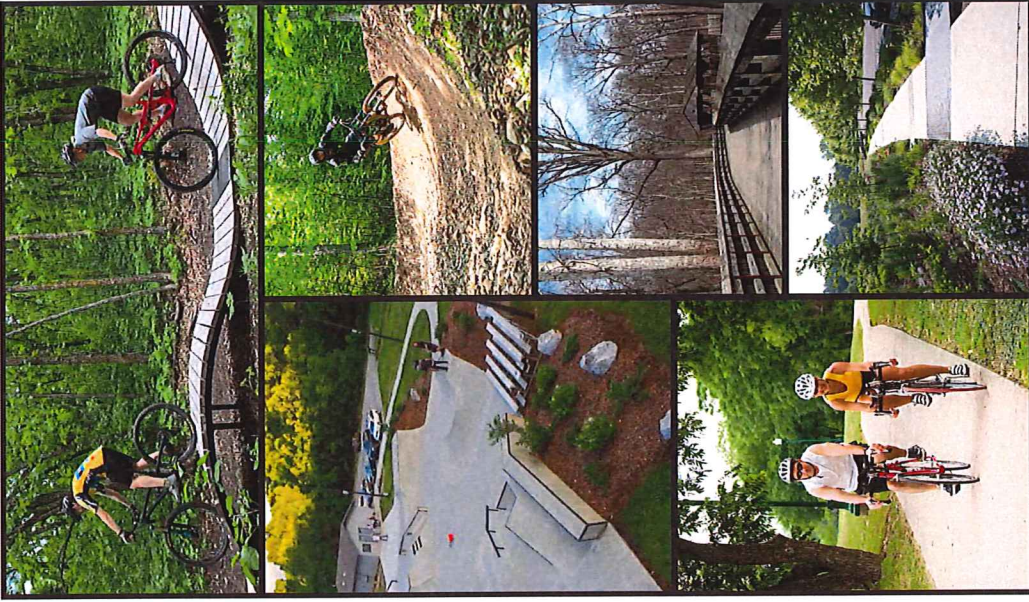
Pavilion and Open Lawn Area



Crew Boathouse Area - Eastern Orleans



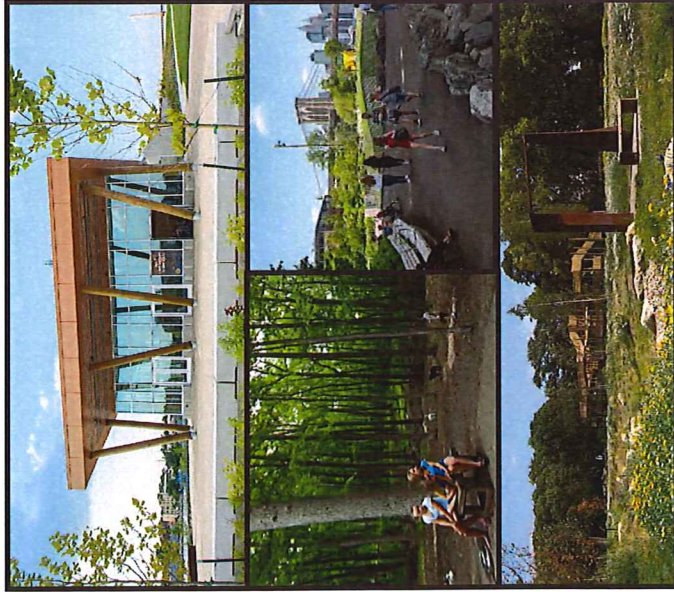
Wildlife Viewing



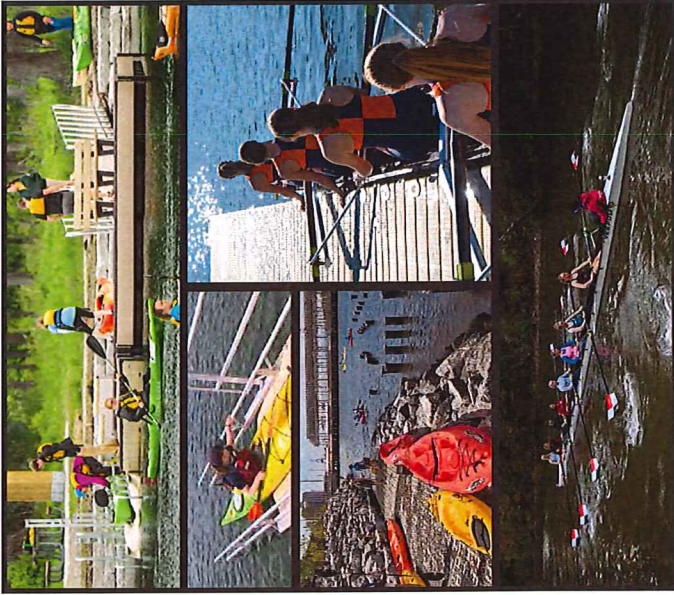
Circulation and Alternative Sports



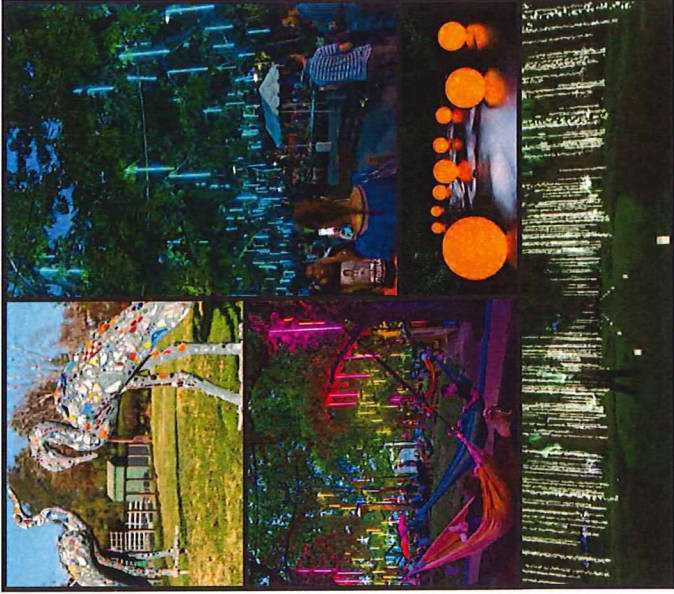
Nature Play



Pavilion and Open Space



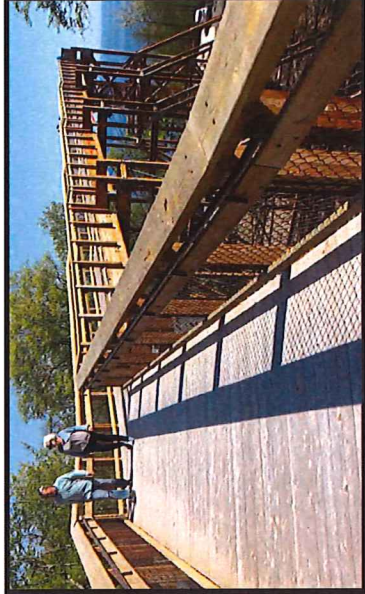
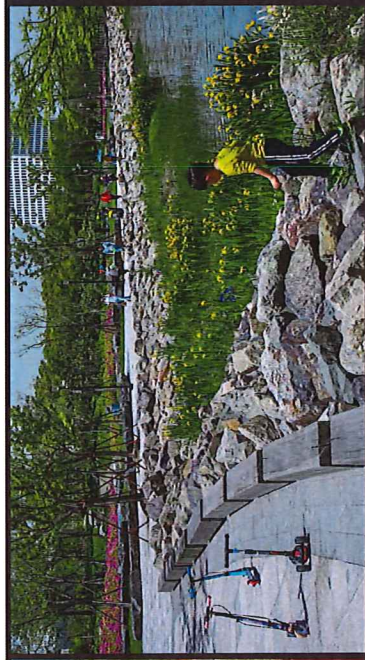
Boating Access



Art in the Landscape



Waterfront Observation



TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 7-2023

DATE: January 18, 2023



Subject Matter/Background

The Department of Public Utilities has determined that there are repairs that require immediate attention in portions of the sanitary sewer lines on Elm Street and Seventh Street. The City issued a bid package which contained all relevant specifications and requirements for the project. Kyle J Sherman Excavating, LLC provided the lowest and best bid for the proposed work.

Financial Review

This Resolution will have no immediate financial impact on the City of Perrysburg.

Legal Review

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings, and pass this resolution as an emergency measure is appropriate.

RESOLUTION 7-2023

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH KYLE J SHERMAN EXCAVATING LLC. IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND NINE HUNDRED NINETY-THREE DOLLARS AND FORTY-THREE CENTS (\$300,993.43) WHICH INCLUDES A CONTINGENCY OF 10% FOR THE SANITARY SEWERS REPAIRS ON ELM STREET AND SEVENTH STREET; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Utilities has determined that it is necessary to repair portions of the sanitary sewer lines on Elm Street and Seventh Street; and

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and

WHEREAS, Kyle J Sherman Excavating, LLC provided the lowest and best bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the sanitary sewer repairs on Elm Street and Seventh Street is not to exceed Three Hundred Thousand Nine Hundred Ninety-Three Dollars and Forty-Three Cents (\$300,993.43); and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. City Council authorizes the award of the Bid to Kyle J Sherman Excavating, LLC. for the sanitary sewer repairs on Elm Street and Seventh Street; and the Mayor and Director of Finance are authorized to enter into an Agreement with Kyle J Sherman Excavating, LLC. at a cost not to exceed Two Hundred Seventy-three Thousand Six Hundred Thirty Dollars Thirty-Nine Cents (\$273,630.39) as outlined in the quote attached hereto and incorporated herein as Exhibit A and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten percent (10%) for a total project amount of Three Hundred Thousand Nine Hundred Ninety-Three Dollars Forty-Three Cents (\$330,993.43).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public

in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to maintain the integrity of the sanitary sewer system, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

7th Street and Elm Street Sewer Repairs
Bid Opening: 1-13-23 at 2:00 pm

		Kyle J Sherman		Ed Kelly & Sons Inc.		Underground Utilities	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension
Seventh Street Sewer Repair							
201 - Clearing and Grubbing - LS	1.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
201 - Tree Removed, 18" Size - EA	5.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$1,000.00	\$5,000.00
202 - 10" Sanitary Sewer Removed - LF	390.00	\$120.00	\$46,800.00	\$3.00	\$1,170.00	\$1.00	\$390.00
202 - Asphalt Drive Removed - SF	1,105.00	\$1.00	\$1,105.00	\$1.00	\$1,105.00	\$0.10	\$110.50
202 - Concrete Drive Removal - SF	575.00	\$1.00	\$575.00	\$1.00	\$575.00	\$0.10	\$57.50
448 - Asphalt Surface Course (Type 1), 2" - CY	62.00	\$270.00	\$16,740.00	\$325.00	\$20,150.00	\$1.00	\$62.00
448 - Asphalt Intermediate Course (Type 2), 2" - CY	62.00	\$250.00	\$15,500.00	\$300.00	\$18,600.00	\$1.00	\$62.00
448 - Asphalt Drive, T1, 3" - SF	1,105.00	\$6.00	\$6,630.00	\$10.00	\$11,050.00	\$1.00	\$1,105.00
452 - Concrete Drive, 6" - SF	575.00	\$12.00	\$6,900.00	\$9.00	\$5,175.00	\$12.00	\$6,900.00
608 - 4" Sidewalk, Removed and Replaced - SF	1,680.00	\$15.00	\$25,200.00	\$7.00	\$11,760.00	\$1.00	\$1,680.00
611 - 10" Sanitary (Type B), As Per Plan - LF	390.00	\$100.00	\$39,000.00	\$200.00	\$78,000.00	\$200.00	\$78,000.00
611 - 6" Sanitary service connection, As Per Plan - EA	3.00	\$550.00	\$1,650.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00
611 - Manhole Adjusted to Grade - EA	2.00	\$475.00	\$950.00	\$750.00	\$1,500.00	\$100.00	\$200.00
611 - Sanitary Manhole (~7 ft Deep) - EA	1.00	\$7,200.00	\$7,200.00	\$2,700.00	\$2,700.00	\$2,000.00	\$2,000.00
611 - Catch Basin, Reset, If Needed - EA	1.00	\$300.00	\$300.00	\$1,200.00	\$1,200.00	\$300.00	\$300.00
611 - 6" Storm Repair - LF	30.00	\$3.00	\$90.00	\$15.00	\$450.00	\$20.00	\$600.00
611 - 12" Storm Repair - LF	10.00	\$5.00	\$50.00	\$40.00	\$400.00	\$30.00	\$300.00
614 - Maintenance of Traffic - LS	1.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$200.00	\$200.00
624 - Mobilization - LS	1.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$42,000.00	\$42,000.00
653 - Topsoil Furnished and Placed (4" thickness) - CY	126.50	\$40.00	\$5,060.00	\$60.00	\$7,590.00	\$1.00	\$126.50
659 - Seeding & Mulching - SY	1,150.00	\$1.50	\$1,725.00	\$2.50	\$2,875.00	\$1.00	\$1,150.00
659 - Commercial Fertilizer - Ton	0.10	\$1,000.00	\$100.00	\$600.00	\$60.00	\$100.00	\$10.00
659 - Water - MGal	3.11	\$5.00	\$15.55	\$10.00	\$31.10	\$20.00	\$62.20
832 - Temporary Erosion and Sediment Control - LS	1.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$100.00	\$100.00
SP-1 - General Allowance - LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
SP-2 - Street Trees (Contingency) - LS	1.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Elm Street Project							
201 - Clearing and Grubbing - LS	1.0000	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
202 - Removed Existing 12" Sanitary Sewer - LF	108.0000	\$5.00	\$540.00	\$10.00	\$1,080.00	\$1.00	\$108.00
202 - Pavement Removal - SY	66.6700	\$10.00	\$666.70	\$10.00	\$666.70	\$1.00	\$66.67
202 - Curb Removal - LF	20.0000	\$10.00	\$200.00	\$10.00	\$200.00	\$10.00	\$200.00
202 - Remove and Store Existing Guardrail - LF	20.0000	\$10.00	\$200.00	\$50.00	\$1,000.00	\$10.00	\$200.00
253 - Pavement Repair - SY	66.6700	\$275.00	\$18,334.25	\$140.00	\$9,333.80	\$165.00	\$11,000.55
606 - Replace Existing Guardrail - LF	20.0000	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00
609 - Concrete Curb, ODOT Type 6 - LF	20.0000	\$35.00	\$700.00	\$50.00	\$1,000.00	\$150.00	\$3,000.00
611 - 12" Sanitary Sewer, Type B - LF	55.0000	\$100.00	\$5,500.00	\$500.00	\$27,500.00	\$700.00	\$38,500.00
611 - 12" Sanitary Sewer, Type C - LF	53.0000	\$55.00	\$2,915.00	\$400.00	\$21,200.00	\$300.00	\$15,900.00
614 - Maintenance of Traffic - LS	1.0000	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00
624 - Mobilization - LS	1.0000	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$64,000.00	\$64,000.00
653 - Topsoil Furnished and Placed (4" Thickness) - CY	20.0000	\$40.00	\$800.00	\$60.00	\$1,200.00	\$1.00	\$20.00
659 - Seeding and Mulching - SY	177.0000	\$1.50	\$265.50	\$2.50	\$442.50	\$1.00	\$177.00
659 - Commercial Fertilizer - Ton	0.0160	\$1,000.00	\$16.00	\$600.00	\$9.60	\$100.00	\$1.60
659 - Water - MGAL	0.4780	\$5.00	\$2.39	\$10.00	\$4.78	\$20.00	\$9.56
832 - Temporary Erosion and Sediment Control - LS	1.0000	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00
SP-1 - Bypass Pumping - LS	1.0000	\$10,500.00	\$10,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
SP-2 - Examine/Repair Outside Drop (General Allowance) - LS	1.0000	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
45 Items	Totals		\$273,630.39		\$316,528.48		\$327,399.08

General Info

Total:

\$273,630.39

Number	Description
Seventh Street and Elm Street Sewer Improvements	7th Street Sewer Repair - This project consists of removal and replacement of 390' of 10" Sanitary Sewer. Including restoration and other appurtenances.
Deadline	Elm Street - This project consists of the replacement of approximately 108 feet of 12 inch sanitary sewer, repair of an outside drop structure and other appurtenances.
01/13/2023 02:00 PM EST	
Vendor	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid.
Kyle J Sherman Excavating LLC	Final Completion: August 1, 2023
Submitted	Engineering Estimate: \$ 300,150.00
01/13/2023 01:34 PM EST	
Signed by	Allows zero unit prices and labor
Kyle Sherman	Yes
Account Holder Kyle Sherman	Allows negative unit prices and labor
	Yes
Opened	
01/13/2023 02:00 PM EST By thaar@ci.perrysburg.oh.us	

Attachment List

Plans for Bidding.pdf (2.8 MB)
Plan Information for Seventh Street Sewer Replacement

Old Sewer Plan.pdf (4.12 MB)
Old Sewer Plan showing work for Elm Street Project

Maumee River Interceptor Phase 2 - Sewer Replacement.pdf (1.03 MB)
Old Plans showing slope of existing bank for Elm Street Project

Elm Street Photos.pdf (1.1 MB)
Photos for Elm Street Project

2_LegalNotice_FY21.pdf (113 KB)
Legal Advertisement

4_InstructionstoBid-FY21.pdf (140 KB)
Instruction To Bidders

5_General Conditions.pdf (229 KB)
General Conditions

6_Specs_FY21.pdf (424 KB)
Specifications

7_Insurance Requirements.pdf (115 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

Kyle J. Sherman Excavating, LLC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

Seventh Street and Elm Street Sewer Improvements

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

Two hundred seventy three thousand six hundred thirty dollars and thirty nine cents

\$ (in currency): *

\$273,630.39

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

1

Addenda Date: *

1/13/2022

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

Kyle Sherman

Address: *

23681 Dunbridge Rd.

Title: *

Owner

City, State, Zip: *

Perrysburg, OH 43551

Legal Name of Bidder: *

Kyle J. Sherman Excavating, LLC.

Phone Number: *

(419) 392-4013

Fax Number: *

N/A

E-mail Address *

kyleshermanexc@gmail.com

Seventh Street Sewer Repair

\$202,290.55

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.00	LS	\$1,200.00	\$1,200.00
201	Tree Removed, 18" Size	5.00	EA	\$300.00	\$1,500.00
202	10" Sanitary Sewer Removed	390.00	LF	\$120.00	\$46,800.00
202	Asphalt Drive Removed	1,105.00	SF	\$1.00	\$1,105.00
202	Concrete Drive Removal	575.00	SF	\$1.00	\$575.00
448	Asphalt Surface Course (Type 1), 2"	62.00	CY	\$270.00	\$16,740.00
448	Asphalt Intermediate Course (Type 2), 2"	62.00	CY	\$250.00	\$15,500.00
448	Asphalt Drive, T1, 3"	1,105.00	SF	\$6.00	\$6,630.00
452	Concrete Drive, 6"	575.00	SF	\$12.00	\$6,900.00
608	4" Sidewalk, Removed and Replaced	1,680.00	SF	\$15.00	\$25,200.00
611	10" Sanitary (Type B), As Per Plan	390.00	LF	\$100.00	\$39,000.00
611	6" Sanitary service connection, As Per Plan	3.00	EA	\$550.00	\$1,650.00
611	Manhole Adjusted to Grade	2.00	EA	\$475.00	\$950.00
611	Sanitary Manhole (~7 ft Deep)	1.00	EA	\$7,200.00	\$7,200.00
611	Catch Basin, Reset, If Needed	1.00	EA	\$300.00	\$300.00
611	6" Storm Repair	30.00	LF	\$3.00	\$90.00
611	12" Storm Repair	10.00	LF	\$5.00	\$50.00
614	Maintenance of Traffic	1.00	LS	\$1,500.00	\$1,500.00
624	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
653	Topsoil Furnished and Placed (4" thickness)	126.50	CY	\$40.00	\$5,060.00

Total: \$202,290.55

Item Code	Description	Quantity	Units	Unit Price	Extension
659	Seeding & Mulching	1,150.00	SY	\$1.50	\$1,725.00
659	Commercial Fertilizer	0.10	Ton	\$1,000.00	\$100.00
659	Water	3.11	MGal	\$5.00	\$15.55
832	Temporary Erosion and Sediment Control	1.00	LS	\$3,500.00	\$3,500.00
SP-1	General Allowance	1.00	LS	\$10,000.00	\$10,000.00
SP-2	Street Trees (Contingency)	1.00	LS	\$4,000.00	\$4,000.00
					Total: \$202,290.55

Elm Street Project

\$71,339.84

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.0000	LS	\$1,200.00	\$1,200.00
202	Removed Existing 12" Sanitary Sewer	108.0000	LF	\$5.00	\$540.00
202	Pavement Removal	66.6700	SY	\$10.00	\$666.70
202	Curb Removal	20.0000	LF	\$10.00	\$200.00
202	Remove and Store Existing Guardrail	20.0000	LF	\$10.00	\$200.00
253	Pavement Repair	66.6700	SY	\$275.00	\$18,334.25
606	Replace Existing Guardrail	20.0000	LF	\$100.00	\$2,000.00
609	Concrete Curb, ODOT Type 6	20.0000	LF	\$35.00	\$700.00
611	12" Sanitary Sewer, Type B	55.0000	LF	\$100.00	\$5,500.00
611	12" Sanitary Sewer, Type C	53.0000	LF	\$55.00	\$2,915.00
614	Maintenance of Traffic	1.0000	LS	\$1,500.00	\$1,500.00
624	Mobilization	1.0000	LS	\$5,000.00	\$5,000.00
653	Topsoil Furnished and Placed (4" Thickness)	20.0000	CY	\$40.00	\$800.00
659	Seeding and Mulching	177.0000	SY	\$1.50	\$265.50
659	Commercial Fertilizer	0.0160	Ton	\$1,000.00	\$16.00
659	Water	0.4780	MGAL	\$5.00	\$2.39
832	Temporary Erosion and Sediment Control	1.0000	LS	\$1,000.00	\$1,000.00
SP-1	Bypass Pumping	1.0000	LS	\$10,500.00	\$10,500.00
SP-2	Examine/Repair Outside Drop (General Allowance)	1.0000	LS	\$20,000.00	\$20,000.00
					Total: \$71,339.84

BID GUARANTEE AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned *

Kyle J. Sherman Excavating

as Principal and *

The West Bend Mutual Insurance Company

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

Ten Percent of the Amount Bid

to undertake the project known as: *

Seventh Street and Elm Street Sewer Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):

Two hundred seventy three thousand six hundred thirty dollars and thirty nine cents

\$ (in currency):

\$273,630.39

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage (Cash, Check or Cashier's Check

Bond Percentage (Paper Bond)

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Kyle J. Sherman Excavating, LLC

By: *

Kyle Sherman

Title: *

Owner/President

Surety: *

The West Bend Mutual Insurance Company

By (Attorney-in-Fact): *

Brian Fuller

Address: *

1900 South 18th Ave. West Bend, WI 43095

Agent: *

Stapleton Insurance

Address: *

PO Box 1118 Sylvania, OH 43560

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Please see attachment

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

Kyle Sherman

Title: *

Owner

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

Helms & Sons Excavating,
Inc.

Address: *

1753 Lima Ave. Findlay, OH 45840

Type of Work: *

Asphalt & Pavement Repair

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1

Name: *

Rain for Rent

Address: *

26300 Capital Ave. Redford Twp, MI 48239

Type of Work: *

Bi-pass Pumping

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

Seventh Street and Elm Street Sewer Improvements

Bidder's Name *

Kyle J. Sherman

, being first dually sworn, deposes and says that he is:

*

sole owner

Enter response if "other" was selected

of (company name): *

Kyle J Sherman Excavating LLC

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

Kyle Sherman

Title: *

Owner

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

N/A

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: \$12.82 (base rate) x 1 1/2 = \$19.25 + \$1.70 (fringe payments) = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Required Document List

Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	Surety.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Experience.pdf
2 Required Documents		

Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Kyle J Sherman Excavating LLC

23681 Dunbridge Rd
Perrysburg, OH 43551-9622**OWNER:***(Name, legal status and address)*City of Perrysburg
201 W Indiana Ave

Perrysburg, OH 43551-1525

SURETY:*(Name, legal status and principal place of business)*West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Ten Percent of the Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Roads/Sidewalks/Tracks

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

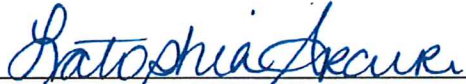
/

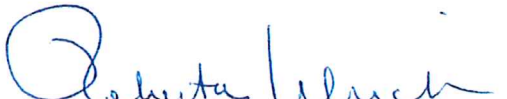
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User Notes:

(1496601206)

Signed and sealed this 13 day of January , 2023


(Witness)


(Witness)

Kyle J Sherman Excavating LLC

(Contractor as Principal) (Seal)


(Title) Kyle J Sherman President

West Bend Mutual Insurance Company

(Surety) (Seal)


(Title) BRIAN FULLER, Attorney-In-Fact

Init.

/



THE SILVER LINING®

Bond No. 2535882

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BRIAN FULLER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of January, 2023.



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



KYLEJSH-01

CKOZMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stapleton Insurance & Risk Mgt P. O. Box 1118 Sylvania, OH 43560-0118	CONTACT NAME:		
	PHONE (A/C, No, Ext): (419) 720-6446	FAX (A/C, No): (419) 882-3911	
INSURED Kyle J Sherman Excavating LLC 23681 Dunbridge Rd Perrysburg, OH 43551	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Benchmark Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		CP5004065	7/26/2022	7/26/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		CA5001825	7/26/2022	7/26/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UM5000848	7/26/2022	7/26/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
							Aggregate	\$ 5,000,000
							PER STATUTE	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Inland Marine - CL			CP5004065	7/26/2022	7/26/2023	\$1,000 ded	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Of Perrysburg is listed as additional insured with respects to General Liability & Auto. 60 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City Of Perrysburg 201 W Indiana Ave Perrysburg, OH 43551	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Crystal Kayma</i>



Kyle J Sherman Excavating LLC

23681 Dunbridge Road

Perrysburg, OH 43551

Phone: 419-392-4013

Previous Experience: See Attached

- Bowling Green State University, Moseley Hall; Storm, sanitary, and fire line work; 2017
- The University of Toledo, Larimer Hall Expansion; 12' and 14' deep storm and sanitary sewer work, and site excavation; 2018
- The Toledo Hospital, Generations of Care; 15' and 16' deep storm and sanitary work

Past Projects of Similar Work: See Attached

- Lucas County Engineers; Black Road Drainage Improvements
- Lucas County Engineers; Clarion Ave Drainage Improvements
- Wood County Engineers; Liberty Hi Storm Sewer Improvements
- City of Perrysburg; Multiple Water Line Repairs
- University of Toledo; Multiple Water Line Repairs
- Bowling Green State University; Fire Line Installation
- Village of Stryker; Water Line Repair and Installation
- Lucas County Engineers; 180th Private Water Line Installation

References:

Mike Deaton
Laibe Electric Company
404 N. Byrne Rd.
Toledo, OH 43607
419-724-8200

Shane Johnson
Wood County Engineers
1 Court House Square
Bowling Green, OH 43402
419-354-9060

Joel Palermo
Lucas County Engineers
1049 McCord Rd
Holland, OH 43528
419-213-2860

Mark Dunsmoor
City of Perrysburg Public Utilities
211 E Boundary St
Perrysburg, OH 43551
419-872-8050

Michael Green
The University of Toledo
2801 W Bancroft St
Toledo, OH 43606
419-530-1445

Allen Allred
Telamon Construction, Inc.
5505 Milan Rd.
Sandusky, OH 44870
419-626-1111

Denny Schiets
The Lathrop Company
28 N. St. Clair Street Suite 200
Toledo, OH 43604
419-893-7000

List of Equipment: See Attached

- Excavator 160x3
- Excavator 160x4
- Kobelco 50
- Kobota SVL75-2
- Yanmar V10

Kyle J Sherman Excavating LLC

23681 Dunbridge Road
Perrysburg, OH 43551
Phone: 419.392.4013
Office: 419.705.4580

**Completed Project References:****Levis Square Phase I & II**

The Spieker Company
1599 S. Reynolds Rd.
Maumee, OH 43537
419.872.7000
419-283-1681 Direct
Rob Bucher

Contract Start: \$350,129.00

Contract End: \$350,129.00

Ohio Cat Sanitary

GEM Inc.
6842 Commodore Dr.
Walbridge, OH 43465
419.720.2683
419.461.0617 Direct
Jack Wilson

Contract Start: \$164,782.88

Contract End: \$164,782.88

Circle K Tiffin New Build

American Trademark Construction Services
200 Lau Parkway
Clayton, OH 45315
937.606.1205
Jeremy Sullenburger

Contract Start: \$443,784.00

Contract End: \$443,784.00

Wood County Commission On Aging

Mosser Construction, Inc.
1613 Henthorne Dr.
Maumee, OH 43537
416.861.5100
419.460.7293 Direct
Mary-Margaret Boda

Contract Start: \$489,356.00

Contract End: \$538,943.26

Wood County DD

Mel Lanzer
2266 Scott St.
Napoleon, OH 43545
419.592.2801
419.349.1665 Direct
James Wynja

Contract Start: \$133,783.00

Contract End: \$142,818.00

Village of North Baltimore

Henry W. Bergman
218 E. 9th St.
Genoa, OH 43430
419.855.4757
419.707.1697 Direct
Paul Bergman

Contract Start: \$60,183.50

Contract End: \$60,183.50

Hawthorne Lane	Contract Start: \$131,464.16
Northwestern Water & Sewer	Contract End: \$131,464.16
12560 Middleton Pike	
Bowling Green, OH 43402	
419.350.9090 Ext. 128	
David Cromley	

Toledo Zoo Bear Exhibit	Contract Start: \$528,600.00
Tuttle Construction, Inc.	Contract End: \$656,290.63
880 Shawnee Rd.	
Lima, OH 45805	
419.615.7613	
Mike Baxter	

Jefferson Center Historic Revitalization	Contract Start: \$611,383.00
The Spieker Company	Contract End: \$720,038.55
2541 Tracy Rd.	
Northwood, OH 43619	
419.260.8271	
Nick Hogrefe	

Village of Edon Waterline Improvements	Contract Start: \$211,040.00
Williams County Commissioner	Contract End: \$211,040.00
1 Courthouse Square #4	
Bryan, OH 434506	
419.636.2059	

Fremont Birchard Library	Contract Start: \$354,044.00
Mosser Construction, Inc.	Contract End: \$402,134.35
1613 Henthorne Dr.	
Maumee, OH 43537	
416.861.5100	
419.460.7293 Direct	
Mary-Margaret Boda	

Circle K Archbold New Build	Contract Start: \$291,422.81
American Trademark Construction Services	Contract End: \$440,762.69
200 Lau Parkway	
Clayton, OH 45315	
937.606.1205	
Jeremy Sullenburger	

Seneca County Service Building	Contract Start: \$51,154.00
Studer-Obringer	Contract End: \$57,819.00
525 S. Kibler St.	
PO Box 278	
New Washington, OH 44854	
419.492.2121	
Tim Obringer	

Village of Cygnet & Jerry City Pump Station	Contract Start: \$575,750.00
--	------------------------------

Northwestern Water & Sewer
12560 Middleton Pike
Bowling Green, OH 43402
419.350.9090 Ext. 128
David Cromley

Contract End: \$659,782.65

Kyle J Sherman Excavating Property 7.6.18

Equipment Owned

95' Ford L8000 Tandem Black
95' Ford L8000 Single
95' International Truck
2000 Chevy 1500 V6 4x4
2004 Chevrolet 3500 4x4
2007 Ford F450
95' Ford Tandem Red
95' Mack Maroon Dumptruck
99' International Digger Truck
97' Ford L8501 Dump Truck
02- International Service Truck
06- F450 Service Truck
08' F350 Service Truck

Equipment Owned

New Holland B95 Backhoe
2007 Case CX36B
2007 Ditchwitch 5700
2006 Interstate Trailer (20 ton)
440 Case Skid Steer (Tracks)
2008 Rdger Trailer
Hydraulic Hammer
Kobelco Quick Coupler
Kobelco SK35 Mini Excavator
Kobelco SK50 Mini Excavator
Linkbelt 160x3 Excavator

General Info

Total:

\$327,399.08

Number	Description
Seventh Street and Elm Street Sewer Improvements	7th Street Sewer Repair - This project consists of removal and replacement of 390' of 10" Sanitary Sewer. Including restoration and other appurtenances.
Deadline	Elm Street - This project consists of the replacement of approximately 108 feet of 12 inch sanitary sewer, repair of an outside drop structure and other appurtenances.
01/13/2023 02:00 PM EST	
Vendor	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid.
Underground Utilities, Inc.	
Submitted	Final Completion: August 1, 2023
01/13/2023 01:40 PM EST	Engineering Estimate: \$ 300,150.00
Signed by	Allows zero unit prices and labor
John A. Bores, CEO	Yes
Account Holder John Bores	Allows negative unit prices and labor
Opened	Yes
01/13/2023 02:00 PM EST By	
thaar@ci.perrysburg.oh.us	

Attachment List

Plans for Bidding.pdf (2.8 MB)
Plan Information for Seventh Street Sewer Replacement

Old Sewer Plan.pdf (4.12 MB)
Old Sewer Plan showing work for Elm Street Project

Maumee River Interceptor Phase 2 - Sewer Replacement.pdf (1.03 MB)
Old Plans showing slope of existing bank for Elm Street Project

Elm Street Photos.pdf (1.1 MB)
Photos for Elm Street Project

2_LegalNotice_FY21.pdf (113 KB)
Legal Advertisement

4_InstructionstoBid-FY21.pdf (140 KB)
Instruction To Bidders

5_General Conditions.pdf (229 KB)
General Conditions

6_Specs_FY21.pdf (424 KB)
Specifications

7_Insurance Requirements.pdf (115 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

Underground Utilities, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

Seventh Street and Elm Street Sewer Improvements, Perrysburg, OH

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

Three hundred twenty seven three hundred ninety nine and 08/100

\$ (in currency): *

\$327,399.08

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

N/A

Addenda Date: *

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

John A. Bores

Address: *

416 W. Monroe St., PO Box 428

Title: *

CEO

City, State, Zip: *

Monroeville, OH 44847

Legal Name of Bidder: *

Underground Utilities, Inc.

Phone Number: *

(419) 465-2587

Fax Number: *

419-465-4289

E-mail Address *

dquerin@uui.net

Seventh Street Sewer Repair

\$161,415.70

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.00	LS	\$1,000.00	\$1,000.00
201	Tree Removed, 18" Size	5.00	EA	\$1,000.00	\$5,000.00
202	10" Sanitary Sewer Removed	390.00	LF	\$1.00	\$390.00
202	Asphalt Drive Removed	1,105.00	SF	\$0.10	\$110.50
202	Concrete Drive Removal	575.00	SF	\$0.10	\$57.50
448	Asphalt Surface Course (Type 1), 2"	62.00	CY	\$1.00	\$62.00
448	Asphalt Intermediate Course (Type 2), 2"	62.00	CY	\$1.00	\$62.00
448	Asphalt Drive, T1, 3"	1,105.00	SF	\$1.00	\$1,105.00
452	Concrete Drive, 6"	575.00	SF	\$12.00	\$6,900.00
608	4" Sidewalk, Removed and Replaced	1,680.00	SF	\$1.00	\$1,680.00
611	10" Sanitary (Type B), As Per Plan	390.00	LF	\$200.00	\$78,000.00
611	6" Sanitary service connection, As Per Plan	3.00	EA	\$2,000.00	\$6,000.00
611	Manhole Adjusted to Grade	2.00	EA	\$100.00	\$200.00
611	Sanitary Manhole (~7 ft Deep)	1.00	EA	\$2,000.00	\$2,000.00
611	Catch Basin, Reset, If Needed	1.00	EA	\$300.00	\$300.00
611	6" Storm Repair	30.00	LF	\$20.00	\$600.00
611	12" Storm Repair	10.00	LF	\$30.00	\$300.00
614	Maintenance of Traffic	1.00	LS	\$200.00	\$200.00
624	Mobilization	1.00	LS	\$42,000.00	\$42,000.00
653	Topsoil Furnished and Placed (4" thickness)	126.50	CY	\$1.00	\$126.50

Total: \$161,415.70

Item Code	Description	Quantity	Units	Unit Price	Extension
659	Seeding & Mulching	1,150.00	SY	\$1.00	\$1,150.00
659	Commercial Fertilizer	0.10	Ton	\$100.00	\$10.00
659	Water	3.11	MGal	\$20.00	\$62.20
832	Temporary Erosion and Sediment Control	1.00	LS	\$100.00	\$100.00
SP-1	General Allowance	1.00	LS	\$10,000.00	\$10,000.00
SP-2	Street Trees (Contingency)	1.00	LS	\$4,000.00	\$4,000.00
					Total: \$161,415.70

Elm Street Project

\$165,983.38

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.0000	LS	\$1,000.00	\$1,000.00
202	Removed Existing 12" Sanitary Sewer	108.0000	LF	\$1.00	\$108.00
202	Pavement Removal	66.6700	SY	\$1.00	\$66.67
202	Curb Removal	20.0000	LF	\$10.00	\$200.00
202	Remove and Store Existing Guardrail	20.0000	LF	\$10.00	\$200.00
253	Pavement Repair	66.6700	SY	\$165.00	\$11,000.55
606	Replace Existing Guardrail	20.0000	LF	\$80.00	\$1,600.00
609	Concrete Curb, ODOT Type 6	20.0000	LF	\$150.00	\$3,000.00
611	12" Sanitary Sewer, Type B	55.0000	LF	\$700.00	\$38,500.00
611	12" Sanitary Sewer, Type C	53.0000	LF	\$300.00	\$15,900.00
614	Maintenance of Traffic	1.0000	LS	\$100.00	\$100.00
624	Mobilization	1.0000	LS	\$64,000.00	\$64,000.00
653	Topsoil Furnished and Placed (4" Thickness)	20.0000	CY	\$1.00	\$20.00
659	Seeding and Mulching	177.0000	SY	\$1.00	\$177.00
659	Commercial Fertilizer	0.0160	Ton	\$100.00	\$1.60
659	Water	0.4780	MGAL	\$20.00	\$9.56
832	Temporary Erosion and Sediment Control	1.0000	LS	\$100.00	\$100.00
SP-1	Bypass Pumping	1.0000	LS	\$10,000.00	\$10,000.00
SP-2	Examine/Repair Outside Drop (General Allowance)	1.0000	LS	\$20,000.00	\$20,000.00

Total: \$165,983.38

BID GUARANTEE AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned *

Underground Utilities, Inc.

as Principal and *

Cincinnati Insurance Co.

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

100% of total bid

to undertake the project known as: *

Seventh Street and Elm Street Sewer Improvements, Perrysburg, OH

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):

\$ (in currency):

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage (Cash, Check or Cashier's Check)

Bond Percentage (Paper Bond)

100.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Underground Utilities, Inc.

By: *

John A. Bores

Title: *

CEO

Surety: *

Cincinnati Insurance Co.

By (Attorney-in-Fact): *

Kris Heinrich

Address: *

PO Box 145496, Cincinnati, OH 45250

Agent: *

Assured Partners of Ohio

Address: *

3900 Kinross Lakes Parkway #300, Richfield, OH 44286

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Underground Utilities, Inc. shop and office is located at 416 W. Monroe St., Monroeville, OH

See attached - Key Employee List, & Owned Equipment List

Underground Utilities, Inc. has suitable financial means to meet obligations incidental to the proposed contract

See Attached Experience Statement

Underground Utilities, Inc. has full time mechanic that performs services and repairs to their equipment

See Attached Corporate Resolution

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

John A. Bores

Title: *

CEO

If Bidder is Corporation, list Officers, type N/A if not applicable: 1

Name: *

Gregory Schafer

Title: *

President

If Bidder is Corporation, list Officers, type N/A if not applicable: 2

Name: *

Joseph Hossler

Title: *

Vice President

If Bidder is Corporation, list Officers, type N/A if not applicable: 3

Name: *

Michael Prenatt

Title: *

Vice President

If Bidder is Corporation, list Officers, type N/A if not applicable: 4

Name: *

Ryan Bores

Title: *

Vice President

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

Smith Paving & Excavating,
Inc.

Address: *

4426 North Old State Road, Norwalk, OH 44857

Type of Work: *

concrete flatwork

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1

Name: *

7-L

Address: *

553 Southwest St., Bellevue, OH 44811

Type of Work: *

Asphalt Paving

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Huron

Bid Identification *

Seventh Street and Elm Street Sewer Improvements, Perrysburg, OH

Bidder's Name *

John A. Bores

, being first dually sworn, deposes and says that he is:

*

other

Enter response if "other" was selected

CEO

of (company name): *

Underground Utilities, Inc.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

John A. Bores

Title: *

CEO

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: $\$12.82$ (base rate) $\times 1 \frac{1}{2} = \$19.25 + \1.70 (fringe payments) = $\$20.93$). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Required Document List

Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	Perrysburg Seventh St. Bid Guaranty Contract Bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Owned Eq Key Empl Exp Stmnt Corporate Resolution.pdf
2 Required Documents		

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Underground Utilities, Inc.

416 West Monroe St., PO Box 428 Monroeville, OH 44847

as principal and The Cincinnati Insurance Company

as sureties, are hereby held and firmly bound unto City of Perrysburg

201 West Indiana Avenue Perrysburg, OH 43551

as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on January 13, 2023 to undertake the project known as Seventh Street & Elm Street Sewer Improvements

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____

(\$ _____) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise effect the obligations of said surety on its bond.

Signed this 13th day of January, 2023.

PRINCIPAL
Underground Utilities, Inc.

BY: _____

TITLE: John A Boreas, CEO

SURETY: The Cincinnati Insurance Company

BY: _____

Kristine M. Heinrich
Attorney-in-Fact

Kristine M. Heinrich

SURETY COMPANY ADDRESS:

P.O. Box 145496

Street

Cincinnati, OH 45250-5496

City

State

Zip

SURETY AGENT'S ADDRESS:

AssuredPartners of Ohio, LLC

3900 Kinross Lakes Parkway #300

Richfield, OH 44286



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Kristine M. Heinrich** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

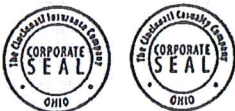
Surety Bond Number: Bid Bond and Contract Bond
Principal: Underground Utilities, Inc.
Obligee: City of Perrysburg

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Kelth Collett

Kelth Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 13th day of January, 2023.



Ed H.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/21/2022

Effective 07/01/2022

Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial

Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$17,694,513,211, liabilities in the amount of \$10,447,760,241, and surplus of at least \$7,246,752,970.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





The Cincinnati Insurance Company • The Cincinnati Indemnity Company
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2021

ASSETS

Cash	\$ 736,082,418
Bonds	6,844,952,546
Stocks	7,451,244,309
Agents Balance Receivable	1,938,634,121
All Other Admitted Assets	<u>723,599,817</u>
TOTAL ADMITTED ASSETS	<u>\$17,694,513,211</u>

LIABILITIES

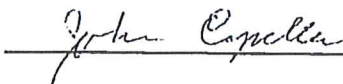
Reserve for Losses and Loss Expense	\$ 6,143,649,648
Reserve for Unearned Premiums	2,930,583,862
All Other Liabilities	1,373,526,731
Capital	\$ 3,586,355
Surplus	7,243,166,615
	<u>7,246,752,970</u>
TOTAL LIABILITIES & EQUITY	<u>\$17,694,513,211</u>

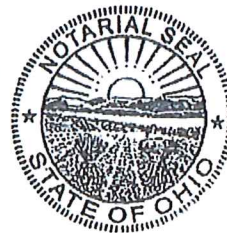
State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2021 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 18th day of February 2022.


John K. Copella



JOHN K. COPELLA
Notary Public, State of Ohio
My Commission Expires 03-18-2023

UNDERGROUND UTILITIES, INC.

"An Equal Opportunity Employer"

P.O. Box 428 | 416 W. Monroe St.

Monroeville, OH 44847

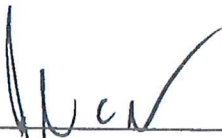
419.465.2587 | Fax 419.465.4289

Email: general@undergroundutilitiesinc.com

**RESOLUTION
OF
BOARD OF DIRECTORS**

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of Underground Utilities, Inc. and the keeper of the records and corporate seal of said Corporation, and that the following is a true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said Corporation held in accordance with the Code of Regulations thereof at Monroeville, Ohio, on the 31st day of December, 2020.

"RESOLVED, that the CEO and/or President is authorized to sign contracts, construction bids, bid bonds, and performance bonds. In the CEO and/or President's absence, Vice Presidents Joseph V. Hossler, Michael R. Prenatt, Ryan P. Bores, or Assistant Secretary Debora A. Querin, are authorized to sign such agreements."



John A. Bores, CEO and
Secretary/Treasurer

UNDERGROUND UTILITIES, INC. 416 W. MONROE ST., PO BOX 428, MONROEVILLE, OH 44847

OWNED EQUIPMENT LIST

12/31/2021

BACKHOES	JOHN DEERE	6	EACH
BORING MACHINE	AMERICAN AUGER 30"	1	EACH
BORING MACHINE	BARBCO 36-600	1	EACH
BORING MACHINE	AMERICAN AUGER 72-1.2	1	EACH
BORING MACHINE	DITCHWITCH P80	1	EACH
BORING MACHINE (Directional)	VERMEER D9x13 DIRECTIONAL DRILL	1	EACH
BORING MACHINE (Directional)	VERMEER D24/40II DIRECTIONAL DRILL 996	1	EACH
VAXCAVATOR VACUUM TRAILER	VACUUM TRAILER - 500 GALLON	1	EACH
CRANE TRUCK	STERLING TEREX w/23 - 1/2 TON CRANE	1	EACH
DOZER	JOHN DEERE 650	3	EACH
DOZER	JOHN DEERE 750	1	EACH
DOZER	JOHN DEERE 750 w/GPS SITEVISION	1	EACH
DOZER	JOHN DEERE 850	4	EACH
DOZER	KOMATSU D39EX w/GPS SITEVISION	1	EACH
DOZER	KOMATSU D51 w/GPS SITEVISION	1	EACH
DUMP TRUCK	TRI-AXLE	7	EACH
DUMP TRUCK	QUAD-AXLE	5	EACH
DUMP TRUCK	QUINN-AXLE	6	EACH
ENDLOADER	JOHN DEERE 444	1	EACH
ENDLOADER	JOHN DEERE 544	11	EACH
ENDLOADER	JOHN DEERE 624	6	EACH
ENDLOADER	JOHN DEERE 644	3	EACH
EXCAVATOR	CATERPILLAR 314	4	EACH
EXCAVATOR	CATERPILLAR 315	2	EACH
EXCAVATOR	CATERPILLAR 328	2	EACH
EXCAVATOR	CATERPILLAR 345	3	EACH
EXCAVATOR	CATERPILLAR 349FL	2	EACH
EXCAVATOR	CATERPILLAR 375-L	1	EACH
EXCAVATOR	HYUNDAI 130 WHEELED	1	EACH
EXCAVATOR	JOHN DEERE 135	2	EACH
EXCAVATOR	JOHN DEERE 225	1	EACH
EXCAVATOR	JOHN DEERE 200-LC	2	EACH
EXCAVATOR	KOMATSU PC128	1	EACH
EXCAVATOR	KOMATSU PC228USLC-3	7	EACH
EXCAVATOR	KOMATSU 238	1	EACH
EXCAVATOR	KOMATSU 300	3	EACH
EXCAVATOR	KOMATSU 314ELCR	1	EACH
EXCAVATOR	KOMATSU 360LC-10	1	EACH
EXCAVATOR	YANMAR SV100/VI055J MINI	12	EACH
MOTOR GRADER	JOHN DEERE 770-B	1	EACH
PAVEMENT SAWS	VERMEER CC-135	1	EACH
PAVEMENT SAWS	VERMEER CC-145	1	EACH
PAVEMENT SAWS	VERMEER CC-155	2	EACH
ROLLER	BOMAG BW900/Wacker RD12A	2	EACH
ROLLER	CATERPILLAR 563E	1	EACH
ROLLER	INGERSOLL RAND SD100DB VIBRATORY ROLLER	1	EACH
ROLLER	RAYGO 4100 RASCAL	1	EACH
SCRAPER	JOHN DEERE 862-B	1	EACH
SCRAPER	REYNOLDS 16CS & 17CS	4	EACH
VOLVO DUMP WAGON	VOLVO A30D	1	EACH
SEMI-TRACTOR	KENWORTH w/TRAILER	2	EACH
SEMI-TRACTOR	PETERBILT w/TRAILER	1	EACH
SKID STEERS	NEW HOLLAND/JOHN DEERE/CATERPILLAR	7	EACH
TRACK LOADERS	CATERPILLAR 963	3	EACH
TRAILER	40' FLAT BED	1	EACH
TRENCHER	VERMEER T655	1	EACH

TRENCHER	VERMEER T955	2	EACH
QUAD TRACK TRACTOR	CASH I-H 450STX w/GPS SITEVISION	2	EACH
QUAD TRACK TRACTOR	CASE I-H 9370	1	EACH
UTILITY TRACTORS	FORD/JOHN DEERE/KUBOTA	6	EACH
YARD HANDLER	NPK GH12	1	EACH

MISC. EQUIPMENT: Trench Boxes, Stone Boxes, Air Compressors, Generators 20KW -- 50KW, Pumps 2" -- 6", Hydro Seeders, Topsoil Shredders, Strawblowers, Bedding Conveyors, Sweepsters Brooms, Rock Hounds, Ho-Pacs, Ho-Ram Hammers, Eagle Pavement Saw, Reynolds Landleveler, IR Generator Light Plant, Portable Traffic Lights, Arrow Board Signs, Asphalt Zipper AZ-500, Rivinius Base Spreader, Concord Berming Machine, Welders, Fuel Trucks, Service Trucks Kubota Utility Vehicle

EXPERIENCE STATEMENT

UNDERGROUND UTILITIES, INC.

*Equal Opportunity Employer
Incorporated May 8, 1978*

416 W. Monroe St.
PO Box 428
Monroeville, OH 44847

Phone: (419) 465-2587
Fax: (419) 465-4289
email: general@uui.net

November 2017 - December 2021

UUI
Job No.
2021056

Project: Jefferson St. Reconstruction Phase 2
Owner: Bluffton, OH

Original Contract: \$813,882.00
Final Contract: \$799,780.00
Completion: 12/31/2021

Engineer: Choice One Engineering
8956 Glendale Milford Rd. Suite 1
Loveland, OH 45140

Contact: Dane Sommer
Phone: 513-239-8554

Project: Kunkle Wastewater System Improvement - Division A Collection System & Pump Sta. 2020022
Owner: Williams County, OH

Original Contract: \$2,117,504.00
Final Contract: \$2,259,376.00
Completion: 12/31/2021

Engineer: Williams County Engineering Dept.
12953 Co. Road G
Bryan, OH 43506

Contact: Dan Clum
Phone: 419-551-9851

Project: Wightman's Grove Sanitary Sewer & Pump Station Improvement, Contract A 2020019
Owner: Sandusky County, OH

Original Contract: \$1,455,930.00
Final Contract: \$1,680,335.00
Completion: 11/30/2021

Engineer: Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

Contact: Dennis Plummer
Phone: 419-352-7537

Project: Uptown Waterline Extension 2021064
Owner: Maumee, OH

Original Contract: \$1,022,925.00
Final Contract: \$1,265,715.00
Completion: 11/12/2021

Engineer: JDI Group Inc
360 W. Dussel Dr.
Maumee, OH 43537

Contact: Darla Farnelli
Phone: 419-725-7161

Project: Contract A - Regional Wastewater Treatment Plant 2019079
Owner: Butler, OH

Original Contract: \$6,098,069.00
Final Contract: \$6,027,214.00
Completion: 11/1/2021

Engineer: K.E. McCartney & Associates
52 N. Diamond St.
Mansfield, OH 44902

Contact: Phil Lewis
Phone: 419-525-0093

UUI
Job No.
2021072

Project: S. Grand Ave. Sewer & Road Improvement
Owner: Marion, OH

Original Contract: \$1,231,731.00
Final Contract: \$1,247,566.00
Completion: 10/31/2021

Engineer: Jones & Henry Engineer
3103 Executive Parkway Suite 300
Toledo, OH 43406

Contact: Steve Wordelman
Phone: 419-473-9611

Project: Contract A Waterline Improvements
Owner: North Baltimore, OH

Original Contract: \$548,003.00
Final Contract: \$630,984.00
Completion: 10/31/2021

Engineer: Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

Contact: Dennis Plummer
Phone: 419-352-7537

Project: Thomas Lane Area Waterline Improvement Phase 2
Owner: Columbus, OH

Original Contract: \$2,472,064.00
Final Contract: \$2,254,403.00
Completion: 10/3/2021

Engineer: Columbus Division of Water
910 Dublin Road
Columbus, OH 43215

Contact: Evan DiSanto
Phone: 614-724-1265

Project: Bittersweet Dr., Bluebonnett Dr., Santiary Sewer
Owner: Findlay, OH

Original Contract: \$486,340.00
Final Contract: \$616,788.00
Completion: 9/30/2021

Engineer: Findlay Engineering Dept.
318 Dorney Plaza Room 304
Findlay, OH 45840

Contact: Jeremy Kalb
Phone: 567-232-0090

Project: Mitiwanga Regional Pump Station Contract B - Cranberry Creek Forcemain
Owner: Erie County, OH

Original Contract: \$2,316,950.00
Final Contract: \$2,316,950.00
Completion: 9/15/2021

Engineer: Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

Contact: Neal Materni
Phone: 419-352-7537

UUI
Job No.
2021060

Project: Berlin Road Waterline Replacement
Owner: Huron, OH

Original Contract: \$1,159,661.00
Final Contract: \$1,005,758.00
Completion: 9/1/2021

Engineer: OHM Advisors
6001 Euclid Ave. Suite 130
Cleveland, OH 44103

Contact: Chad Lewis
Phone: 216-865-1335

Project: Franklin Street Improvements, Phase 2
Owner: Union County, OH

Original Contract: \$1,286,155.00
Final Contract: \$1,389,524.00
Completion: 9/1/2021

Engineer: Access Engineering Solutions
1200 Irmscher Blvd. Suite B
Celina, OH 45822

Contact: Craig Knapke
Phone: 419-586-1430

Project: Elizabeth, Joseph, Puth & Detroit Sanitary Sewer Improvement Phase 2
Owner: Avon, OH

Original Contract: \$2,872,354.00
Final Contract: \$2,624,366.00
Completion: 9/1/2021

Engineer: Chagrin Valley Engineering Ltd.
22999 Forbes Road, Suite B
Cleveland, OH 44146

Contact: Ryan Cummins
Phone: 440-439-1999

Project: Brookside, Woodside, Parkside Combined Sewer Separation
Owner: Swanton, OH

Original Contract: \$1,037,027.00
Final Contract: \$1,082,769.00
Completion: 9/1/2020

Engineer: Jones & Henry Engineers, LTD
3103 Executive Parkway Suite 300
Toledo, OH 43606

Contact: Troy Brehmer
Phone: 419-473-9611

Project: Maple, Bennett, Westwood Storm Sewer Upgrade
Owner: Mansfield, OH

Original Contract: \$385,556.00
Final Contract: \$407,477.00
Completion: 7/30/2021

Engineer: Mansfield Engineering Dept.
30 N. Diamond St.
Mansfield, OH 44902

Contact: Robert Blanchi
Phone: 419-755-9702

UUI
Job No.
2019077

Project: S. Broadleigh Road Area Waterline Improvement
Owner: Columbus, OH

Original Contract: \$4,775,376.00
Final Contract: \$4,451,198.00
Completion: 7/17/2021

Engineer: Columbus Division of Water
910 Dublin Road
Columbus, OH 43215

Contact: Dan Johnson

Phone: 614-645-6163

Project: Short Street Sewer Improvement Project 20-1S
Owner: Marion, OH

Original Contract: \$566,367.00
Final Contract: \$599,841.00
Completion: 6/30/2021

2021059

Engineer: Marion Engineering Dept.
233 W. Center St.
Marion, OH 43302

Contact: James Bischoff

Phone: 740-387-2240

Project: Willow Lane Sanitary Sewer Project
Owner: Strongsville, OH

Original Contract: \$863,017.00
Final Contract: \$747,757.00
Completion: 6/27/2021

2020013

Engineer: Strongsville Engineering Dept.
16099 Foltz Parkway
Strongsville, OH 44149

Contact: Ken Mikula

Phone: 440-580-3120

Project: Broad Street Sanitary Sewer Improvements
Owner: Monroeville, OH

Original Contract: \$984,541.00
Final Contract: \$927,970.00
Completion: 5/15/2021

2020017

Engineer: Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

Contact: Neal Materni

Phone: 419-352-7537

Project: Troy Township Regional Pump Station & Force Main SS#140K
Owner: Northwestern Water & Sewer District

Original Contract: \$1,279,310.00
Final Contract: \$1,334,715.00
Completion: 6/1/2020

2019090

Engineer: Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

Contact: Neal Materni

Phone: 419-352-7537

			UUI
			Job No.
Project:	Irving Park Blvd. Waterline Replacement & Roadway Rehabilitation		2020010
Owner:	Sheffield Lake, OH	Original Contract:	\$1,476,403.86
		Final Contract:	\$1,476,553.30
		Completion:	11/13/2020
Engineer:	Bramhall Engineers & Surveying	Contact:	Aaron Appell
	801 Moore Road		
	Avon, OH 44011	Phone:	440-934-7878
Project:	Ashland County Water Main Extension		2020007
Owner:	Rural Lorain County Water Authority	Original Contract:	\$804,488.92
		Final Contract:	\$841,648.75
		Completion:	10/31/2020
Engineer:	GRW Engineers, Inc.	Contact:	Joe Waldecker
	801 Corporate Dr.		
	Lexington, KY 40503	Phone:	440-355-5121
Project:	Gateway 5 Industrial Park Water & Sewer Portion		2020016
Owner:	Allen County, OH	Original Contract:	\$412,415.85
		Final Contract:	\$452,220.38
		Completion:	10/30/2020
Engineer:	Kohli & Kaliher Associates, Inc.	Contact:	Steve Kayatin
	2244 Baton Rouge Ave.		
	Lima, OH 45805	Phone:	419-996-4695
Project:	Chestnut Street Improvements Phase 2		2020003
Owner:	Grafton, OH	Original Contract:	\$796,042.10
		Final Contract:	\$839,514.04
		Completion:	8/10/2020
Engineer:	Poggemeyer Design Group	Contact:	Doug Nusser
	1168 N. Main St.		
	Bowling Green, OH 43402	Phone:	419-352-7537
Project:	Park Street Sewer Improvements		2019088
Owner:	Marion, OH	Original Contract:	\$1,683,919.00
		Final Contract:	\$1,853,415.11
		Completion:	6/30/2020
Engineer:	Marion Engineering Dept	Contact:	Jim Bischoff
	233 W. Center St.		
	Marion, OH 43302	Phone:	740-387-2020
Project:	Sanford St. Watermain Replacement		2020006
Owner:	Vermilion, OH	Original Contract:	\$465,408.25
		Final Contract:	\$435,984.22
		Completion:	6/26/2020
Engineer:	Bramhall Engineer & Surveying	Contact:	Chris Howard
	801 Moore Rd.		
	Avon, OH 44011	Phone:	440-934-7878
Project:	Uhler Ave. Sewer Improvements 19-2S		2019082
Owner:	Marion, OH	Original Contract:	\$728,416.75
		Final Contract:	\$743,887.17
		Completion:	5/31/2020
Engineer:	Marion Engineering Dept	Contact:	Jim Bischoff
	233 W. Center St.		
	Marion, OH 43302	Phone:	740-387-2020

		UUI	
		Job No.	
Project:	Cooper Foster Park Rd. Widening & Reconstruction		2018027
Owner:	Lorain Co., Ohio	Original Contract:	\$3,887,525.53
		Final Contract:	\$4,231,890.33
		Completion:	5/31/2020
Engineer:	Lorain Co. Engineers	Contact:	Ken Carney
	247 Hadaway St.		
	Elyria, OH 44035	Phone:	440-329-5590
Project:	The Farms at Jefferson Trunk Sewer		2019071
Owner:	M/I Homes of Central Ohio	Original Contract:	\$2,444,069.50
		Final Contract:	\$2,426,758.25
		Completion:	5/16/2020
Engineer:	EMH&T	Contact:	Bob Stewart
	5500 New Albany Road		
	Columbus, OH 43054	Phone:	614-864-0740
Project:	Dresden St. Area Waterline Improvements		2019052
Owner:	Columbus, OH	Original Contract:	\$3,214,023.21
		Final Contract:	\$3,075,826.10
		Completion:	5/14/2020
Engineer:	Columbus Public Utilities	Contact:	Tom Murphy
	910 Dublin Road, 4th. Floor		
	Columbus, OH 43215	Phone:	614-645-8270
Project:	Troy Township Regional Pump Station & Force Main SS #140K		2019090
Owner:	Northwest Water & Sewer District	Original Contract:	\$1,279,310.00
		Final Contract:	\$1,344,715.34
		Completion:	5/1/2020
Engineer:	Poggemeyer Design Group	Contact:	Neal Materni
	1168 North Main St.		
	Bowling Green, OH 43402	Phone:	419-352-7537
Project:	Pemberville Road Waterline 183-0		2019065
Owner:	Northwest Water & Sewer District	Original Contract:	\$758,708.00
		Final Contract:	\$802,308.16
		Completion:	4/30/2020
Engineer:	Poggemeyer Design Group	Contact:	Neal Materni
	1168 North Main St.		
	Bowling Green, OH 43402	Phone:	419-352-7537
Project:	Westfield Plant Water & Sewer Extension		2019061
Owner:	North Ridgeville, OH	Original Contract:	\$1,805,730.20
		Final Contract:	\$2,021,833.85
		Completion:	3/31/2020
Engineer:	North Ridgeville Engineering Dept.	Contact:	Dan Rodriguez
	7307 Avon Belden Road		
	North Ridgeville, OH 44039	Phone:	440-353-0842
Project:	2019 Watermain Replacement Project Bundle		2019066
Owner:	Avon Lake, OH	Original Contract:	\$2,488,897.15
		Final Contract:	\$2,651,514.70
		Completion:	11/29/2019
Engineer:	Avon Lake Regional Water	Contact:	Jack Gaydar
	210 Miller Road		
	Avon Lake, OH 44012	Phone:	440-933-6226

UUI
Job No.
2018018

Project: Dundee Avenue Area Waterline Improvements
Owner: Columbus, OH

Original Contract: \$3,040,286.65
Final Contract: \$3,040,286.65
Completion: 11/28/2019

Engineer: Columbus Engineering Dept
910 Dublin Road 4th. Floor
Columbus, OH 43215

Contact: Tom Murphy
Phone: 614-645-8455

Project: Chestnut St. Improvements, Phase 1
Owner: Grafton, OH

Original Contract: \$895,820.42
Final Contract: \$895,820.42
Completion: 10/15/2019

2019053

Engineer: Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

Contact: Doug Nusser
Phone: 419-352-7537

Project: Townline Road Water Main Replacement
Owner: Bryan, OH

Original Contract: \$758,708.00
Final Contract: \$758,708.00
Completion: 9/23/2019

2019055

Engineer: Bryan Municipal Utilities
841 E. Edgerton St.
Bryan, OH 43506

Contact: Nathan Gardner
Phone: 419-633-6100

Project: 2019 Sewer Project Bundle
Owner: Avon Lake, OH

Original Contract: \$326,719.00
Final Contract: \$326,719.00
Completion: 6/15/2019

2019060

Engineer: Avon Lake Regional Water
210 Miller Road
Avon Lake, OH 44012

Contact: Jack Gaydar
Phone: 440-933-6226

Project: E. Farming St. Sewer Improvements
Owner: Marion, OH

Original Contract: \$1,286,624.20
Final Contract: \$1,333,238.91
Completion: 5/31/2019

2018030

Engineer: Marion Engineering Department
233 W. Center St.
Marion, OH 43302

Contact: Scott Bishop
Phone: 740-387-2240

Project:	Stephen Drive Area Waterline Improvements	Job No.	2018004
Owner:	Columbus, OH	Original Contract:	\$2,988,604.53
		Final Contract:	\$2,988,604.53
		Completion:	6/28/2019
Engineer:	City of Columbus Dept. of Public Works 910 Dublin Road 2nd. Floor Columbus, OH 43215	Contact:	Tom Murphy
		Phone:	614-645-8455
Project:	West Lorain Waterline Improvements	Job No.	2018009
Owner:	Lorain, OH	Original Contract:	\$4,368,513.00
		Final Contract:	\$4,368,513.00
		Completion:	5/15/2019
Engineer:	Lorain County Engineer 200 W. Erie Ave. Lorain, OH 44052	Contact:	Dale Vandersommer
		Phone:	440-204-2003
Project:	Church, Harrison, Lawrence Ave. Sewer Separation	Job No.	2018014
Owner:	Swanton, OH	Original Contract:	\$1,218,136.60
		Final Contract:	\$1,156,512.11
		Completion:	
Engineer:	Jones & Henry Engineers 3103 Executive Parkway Suite 300 Toledo, OH 43606	Contact:	Troy Brehmer
		Phone:	419-473-9611
Project:	Sanitary Sewer & CSI Closure Improvements	Job No.	2018017
Owner:	Woodville, OH	Original Contract:	\$576,342.00
		Final Contract:	\$581,135.05
		Completion:	2/1/2019
Engineer:	Poggemeyer Design Group 1168 N. Main St. Bowling Green, OH 43402	Contact:	Doug Nusser
		Phone:	419-352-7537
Project:	2018 West End Development	Job No.	2018014
Owner:	Tiffin, OH	Original Contract:	\$2,535,505.94
		Final Contract:	\$2,535,505.94
		Completion:	12/31/2018
Engineer:	Tiffin Engineering Dept 51 E. Market St. Tiffin, OH 44883	Contact:	Mario Livojevic
		Phone:	419-448-5425
Project:	Erie Township Sanitary Sewer Improvements Phase I	Job No.	2018002
Owner:	Ottawa Co., OH	Original Contract:	\$942,060.00
		Final Contract:	\$984,445.79
		Completion:	11/3/2019
Engineer:	Poggemeyer Design Group 1168 N. Main St. Bowling Green, OH 43402	Contact:	Steve Lang
		Phone:	419-734-6710

Project:	Curtis Area Sanitary Sewer Rehabilitation Project	Job No.	2018008
Owner:	Avon Lake, OH	Original Contract:	\$1,857,352.00
		Final Contract:	\$1,720,719.47
		Completion:	10/17/2018
Engineer:	Avon Lake Regional Water 210 Miller Road Avon Lake, OH 44012	Contact:	Jack Gaydar
		Phone:	440-933-6226
Project:	Gartland Ave. Reconstruction Project	Job No.	2018001
Owner:	Sandusky, OH	Original Contract:	\$903,788.80
		Final Contract:	\$898,400.41
		Completion:	9/28/2018
Engineer:	City of Sandusky Public Works 222 Meigs St. Sandusky, OH 44870	Contact:	Jane Cullen
		Phone:	419-627-5844
Project:	Township Road 142 Waterline Improvements	Job No.	2018003
Owner:	Hancock County, OH	Original Contract:	\$930,221.05
		Final Contract:	\$994,915.67
		Completion:	7/31/2018
Engineer:	Hancock Co. Engineers 1900 Lima Ave. Findlay, OH 45840	Contact:	Steve Wilson
		Phone:	419-422-7433
Project:	Curtice Road Waterline Improvements 212A	Job No.	2017060
Owner:	Northwestern Water & Sewer District	Original Contract:	\$899,392.75
		Final Contract:	\$818,707.41
		Completion:	7/24/2018
Engineer:	Jones & Henry Engineers LTD 3103 Executive Parkway #300 Toledo, OH 43606	Contact:	Ted Bennett
		Phone:	419-473-8924
Project:	Hane Ave. Sewer Improvements Project 17-1S	Job No.	2017075
Owner:	Marion, OH	Original Contract:	\$595,034.89
		Final Contract:	\$551,048.30
		Completion:	5/30/2018
Engineer:	Marion Engineering Dept. 233 W. Center St. Marion, OH 43302	Contact:	Scott Bishop
		Phone:	740-387-2057
Project:	East Adams Roadway Improvements	Job No.	2017064
Owner:	Green Springs, OH	Original Contract:	\$1,143,711.00
		Final Contract:	\$1,266,422.35
		Completion:	3/18/2018
Engineer:	GGJ Inc. 35585 Curtis Blvd. Unit C East Lake, OH 44095	Contact:	Rob Jurs
		Phone:	440-953-1567

Project:	The 45's (N-13) Area Combined Sewer	Job No.	2017072
Owner:	Avon Lake, OH	Original Contract:	\$16,583,316.65
		Final Contract:	\$16,583,316.65
		Completion:	9/14/2019
Engineer:	Avon Lake Regional Water Authority 210 Miller Rd. Avon Lake, OH 44012	Contact:	Jack Gaydar
		Phone:	440-933-6226
Project:	East Avenue Relief Sewer Project	Job No.	2017067
Owner:	Elyria, OH	Original Contract:	\$4,285,723.50
		Final Contract:	\$4,285,723.50
		Completion:	10/9/2018
Engineer:	City of Elyria 131 Court St. Elyria, OH 44035	Contact:	Kathy McKillips
		Phone:	440-346-7516
Project:	W16-4 Contract 2 (Hilltop Road)	Job No.	2017076
Owner:	Greene Co., OH	Original Contract:	\$1,412,612.80
		Final Contract:	\$1,412,612.80
		Completion:	6/30/2018
Engineer:	Greene County Sanitary Engineer 667 Dayton-Xenia Road Xenia, OH 45385	Contact:	Ron Volkerding, PE
		Phone:	937-562-7450
Project:	Ludlow Water Main	Job No.	2017069
Owner:	Greene Co., OH	Original Contract:	\$618,325.00
		Final Contract:	\$618,325.00
		Completion:	2/25/2018
Engineer:	Greene County Sanitary Engineer 667 Dayton-Xenia Road Xenia, OH 45385	Contact:	Ron Volkerding PE
		Phone:	937-562-7450
Project:	Wolfly Ave. Combined Sewer Installation	Job No.	2017070
Owner:	Bowling Green, OH	Original Contract:	\$118,612.00
		Final Contract:	\$120,090.45
		Completion:	11/3/2017
Engineer:	Bowling Green Engineering Dept. 304 N. Church St. Bowling Green, OH 43402	Contact:	Mike Trinity
		Phone:	419-354-6227

**KEY EMPLOYEES
UNDERGROUND UTILITIES, INC.**

NAME	TITLE	HIRE DATE	CONSTRUCTION EXPERIENCE
John Bores	CEO	5/8/1978	52 Years
Greg Schafer	President	4/14/2008	22 Years
Joseph Hossler	Vice President	5/6/1985	44 Years
Michael Prenatt	Vice President	8/14/2000	25 Years
Ryan Bores	Project Manager	2/6/2012	11 Years
Alex Malott	Project Manager	2/4/2019	16 Years
Wesley Stein	Project Manager	1/28/2013	11 Years
Scott Riley	Project Manager/ Superintendent	7/11/2000	42 Years
Gerald Crowner	Foreman	3/14/2016	12 Years
Kevin Englert	Foreman	6/30/2003	26 Years
Kevin Fries	Foreman	7/21/2014	18 Years
Christopher Horn	Foreman	6/24/2019	15 Years
Jeff Horn	Foreman	1/29/1996	32 Years
Brian Liedorff	Foreman	5/12/2008	35 Years
Rodney Remley	Foreman	6/19/1995	27 Years
Kevin Ryan	Foreman	8/31/1987	36 Years

General Info

Total:

\$316,528.48

Number	Description
Seventh Street and Elm Street Sewer Improvements	7th Street Sewer Repair - This project consists of removal and replacement of 390' of 10" Sanitary Sewer. Including restoration and other appurtenances.
Deadline	Elm Street - This project consists of the replacement of approximately 108 feet of 12 inch sanitary sewer, repair of an outside drop structure and other appurtenances.
01/13/2023 02:00 PM EST	
Vendor	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid.
Ed Kelly & Sons Inc	
Submitted	Final Completion: August 1, 2023
01/13/2023 01:46 PM EST	Engineering Estimate: \$ 300,150.00
Signed by	Allows zero unit prices and labor
john kelly Account Holder	Yes
David Kelly	Allows negative unit prices and labor
Opened	Yes
01/13/2023 02:00 PM EST By	
thaar@ci.perrysburg.oh.us	

Attachment List

Plans for Bidding.pdf (2.8 MB)
Plan Information for Seventh Street Sewer Replacement

Old Sewer Plan.pdf (4.12 MB)
Old Sewer Plan showing work for Elm Street Project

Maumee River Interceptor Phase 2 - Sewer Replacement.pdf (1.03 MB)
Old Plans showing slope of existing bank for Elm Street Project

Elm Street Photos.pdf (1.1 MB)
Photos for Elm Street Project

2_LegalNotice_FY21.pdf (113 KB)
Legal Advertisement

4_InstructionstoBid-FY21.pdf (140 KB)
Instruction To Bidders

5_General Conditions.pdf (229 KB)
General Conditions

6_Specs_FY21.pdf (424 KB)
Specifications

7_Insurance Requirements.pdf (115 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

Edward Kelly & Sons Inc

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

Seventh Street and Elm Street Sewer Improvements

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

Two hundred and ninety one thousand six hundred eighty eight dollars and twenty four cents

\$ (in currency): *

\$291,688.24

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

N/A

Addenda Date: *

N/a

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

John Kelly

Address: *

5555 Woodville Rd

Title: *

VP

City, State, Zip: *

Northwood, OH 43619

Legal Name of Bidder: *

John Kelly

Phone Number: *

(419) 243-5108

Fax Number: *

419-253-5107

E-mail Address *

johnk@edkellysons.com

Seventh Street Sewer Repair

\$200,891.10

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.00	LS	\$1,500.00	\$1,500.00
201	Tree Removed, 18" Size	5.00	EA	\$300.00	\$1,500.00
202	10" Sanitary Sewer Removed	390.00	LF	\$3.00	\$1,170.00
202	Asphalt Drive Removed	1,105.00	SF	\$1.00	\$1,105.00
202	Concrete Drive Removal	575.00	SF	\$1.00	\$575.00
448	Asphalt Surface Course (Type 1), 2"	62.00	CY	\$325.00	\$20,150.00
448	Asphalt Intermediate Course (Type 2), 2"	62.00	CY	\$300.00	\$18,600.00
448	Asphalt Drive, T1, 3"	1,105.00	SF	\$10.00	\$11,050.00
452	Concrete Drive, 6"	575.00	SF	\$9.00	\$5,175.00
608	4" Sidewalk, Removed and Replaced	1,680.00	SF	\$7.00	\$11,760.00
611	10" Sanitary (Type B), As Per Plan	390.00	LF	\$200.00	\$78,000.00
611	6" Sanitary service connection, As Per Plan	3.00	EA	\$2,000.00	\$6,000.00
611	Manhole Adjusted to Grade	2.00	EA	\$750.00	\$1,500.00
611	Sanitary Manhole (~7 ft Deep)	1.00	EA	\$2,700.00	\$2,700.00
611	Catch Basin, Reset, If Needed	1.00	EA	\$1,200.00	\$1,200.00
611	6" Storm Repair	30.00	LF	\$15.00	\$450.00
611	12" Storm Repair	10.00	LF	\$40.00	\$400.00
614	Maintenance of Traffic	1.00	LS	\$3,000.00	\$3,000.00
624	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
653	Topsoil Furnished and Placed (4" thickness)	126.50	CY	\$60.00	\$7,590.00
					Total: \$200,891.10

Item Code	Description	Quantity	Units	Unit Price	Extension
659	Seeding & Mulching	1,150.00	SY	\$2.50	\$2,875.00
659	Commercial Fertilizer	0.10	Ton	\$600.00	\$60.00
659	Water	3.11	MGal	\$10.00	\$31.10
832	Temporary Erosion and Sediment Control	1.00	LS	\$500.00	\$500.00
SP-1	General Allowance	1.00	LS	\$10,000.00	\$10,000.00
SP-2	Street Trees (Contingency)	1.00	LS	\$4,000.00	\$4,000.00
					Total: \$200,891.10

Elm Street Project

\$115,637.38

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.0000	LS	\$2,500.00	\$2,500.00
202	Removed Existing 12" Sanitary Sewer	108.0000	LF	\$10.00	\$1,080.00
202	Pavement Removal	66.6700	SY	\$10.00	\$666.70
202	Curb Removal	20.0000	LF	\$10.00	\$200.00
202	Remove and Store Existing Guardrail	20.0000	LF	\$50.00	\$1,000.00
253	Pavement Repair	66.6700	SY	\$140.00	\$9,333.80
606	Replace Existing Guardrail	20.0000	LF	\$100.00	\$2,000.00
609	Concrete Curb, ODOT Type 6	20.0000	LF	\$50.00	\$1,000.00
611	12" Sanitary Sewer, Type B	55.0000	LF	\$500.00	\$27,500.00
611	12" Sanitary Sewer, Type C	53.0000	LF	\$400.00	\$21,200.00
614	Maintenance of Traffic	1.0000	LS	\$2,500.00	\$2,500.00
624	Mobilization	1.0000	LS	\$15,000.00	\$15,000.00
653	Topsoil Furnished and Placed (4" Thickness)	20.0000	CY	\$60.00	\$1,200.00
659	Seeding and Mulching	177.0000	SY	\$2.50	\$442.50
659	Commercial Fertilizer	0.0160	Ton	\$600.00	\$9.60
659	Water	0.4780	MGAL	\$10.00	\$4.78
832	Temporary Erosion and Sediment Control	1.0000	LS	\$2,000.00	\$2,000.00
SP-1	Bypass Pumping	1.0000	LS	\$8,000.00	\$8,000.00
SP-2	Examine/Repair Outside Drop (General Allowance)	1.0000	LS	\$20,000.00	\$20,000.00

Total: \$115,637.38

BID GUARANTEE AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned *

Edward Kelly & Sons Inc

as Principal and *

Merchants Bonding Company (Mutual)

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

January 13, 2023

to undertake the project known as: *

Seventh Street and Elm Street Sewer Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):

\$ (in currency):

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage (Cash, Check or Cashier's Check)

Bond Percentage (Paper Bond)

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a paper bid bond and uploaded the Consent of Surety to the Required

Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Edward Kelly & Sons Inc

By: *

John Kelly

Title: *

VP

Surety: *

Merchants Bonding Company (Mutual)

By (Attorney-in-Fact): *

Katie Rose

Address: *

5905 East Galbraith Road, Suite 5000, Cincinnati, OH 45236

Agent: *

Assured Partners NL, LLC

Address: *

5905 East Galbraith Road, Suite 5000, Cincinnati, OH 45236

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Work of similar nature for over 70 years.

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

Jim Kelly, John Kelly

Title: *

President, VP

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

N/A

Address: *

N/A

Type of Work: *

N/A

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

Seventh Street and Elm Street Sewer Improvements

Bidder's Name *

Edward Kelly & Sons Inc

, being first dually sworn, deposes and says that he is:

*

secretary

Enter response if "other" was selected

of (company name): *

Ed Kelly & Sons Inc

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

James E Kelly

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: \$12.82 (base rate) x 1 1/2 = \$19.25 + \$1.70 (fringe payments) = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Required Document List

Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	Seventh and Elm Bid Bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned Edward Kelly and Sons, Inc.

5555 Woodville Road, Northwood, OH 43619

(Name and Address)

as Principal and Merchants Bonding Company (Mutual)

(Name of Surety)

as Surety,

are hereby held and firmly bound unto the City of Perrysburg

as Obligor in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligor on January 13, 2023 to undertake the project known as:

Seventh Street and Elm Street Sewer Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligor, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligor, which are accepted by the Obligor. In no case shall the penal sum exceed the amount of dollars (\$ _____). If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligor accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligor the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligor may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligor does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligor the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligor accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 13th day of January, 2023.

PRINCIPAL:

Edward Kelly and Sons, Inc.

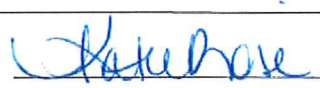
BY: 

TITLE: V.P.

SURETY: Merchants Bonding Company (Mutual)

SURETY COMPANY ADDRESS:

P.O. Box 14498
Street
Des Moines IA 50306
City State Zip
(330) 236-9176
Telephone

BY: 
Katie Rose
Attorney-in-Fact

SURETY AGENT'S ADDRESS:

AssuredPartners NL, LLC
Agency Name
5905 East Galbraith Road, Suite 5000
Street
Cincinnati OH 45236
City State Zip
(513) 624-1756
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Audria Coleman; Corie Pfister; Elizabeth Ohl; Evan R Derr; G Dale Derr; Katie Rose; Kelsey Becker; Mark Nelson; Nancy Nemecek; Randal T Noah; Stella Adams; Tammy Masterson; Tiffany Gobich

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of August, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of August, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2021
Admitted Assets	
Bonds	\$ 203,619,484
Common Stocks	74,716,979
Real Estate	11,814,510
Cash and Short-Term Investments	10,846,617
Other Invested Assets	2,021,215
Subtotal, Cash and Invested Assets	303,018,805
Investment Income Due and Accrued	1,022,008
Premiums in the Course of Collection	13,585,682
Amounts Recoverable from Reinsurers	4,170,217
Current Federal Income Taxes Recoverable	1,259,013
Receivable from Affiliate	12,672,157
Other Assets	12,574,516
Total Admitted Assets	\$ 348,302,398
Liabilities & Surplus	
Losses	\$ 12,784,709
Reinsurance Payable on Paid Losses and LAE	1,629,454
Loss Adjustment Expenses	12,444,960
Commissions Payable	3,322,641
Other Expenses	5,046,332
Taxes, Licenses, and Fees	548,748
Net Deferred Tax Liability	1,829,520
Unearned Premiums	59,627,263
Dividends Declared to Policyholders	5,333,964
Ceded Reinsurance Premiums Payable	3,361,677
Amounts Withheld for Others	14,183,537
Total Liabilities	120,112,805
Surplus	228,189,593
Total Liabilities and Policyholders' Surplus	\$ 348,302,398

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2021, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

3-1-2022
Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800 678 8171
local 515 243 8171
fax 515 243 3854

email info@merchantsbonding.com
website merchantsbonding.com

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/23/2022

Effective 04/02/2022

Expires 04/01/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS BONDING COMPANY (MUTUAL)

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$348,302,398, liabilities in the amount of \$120,112,805, and surplus of at least \$228,189,593.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

